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EXHIBIT
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Merced Cabé, Esq.
Office of White House Counsel
to the President
Old Executive Office Building
Room 128
Washington, D.C. 20502

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January 18, 2001

BY HAND

Meredith Cabe, Esq.
Office of White House Counsel
to the President
Old Executive Office Building
Room 128
Washington, D.C. 20502

Dear Ms. Cabe:

We have been requested to forward the enclosed materials relating to Gene K. H. Lum and Nora T. Lum.

Sincerely yours,



Scott D. Michel

Enclosures

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA)
)
 vs.)
)
Gene K.H. Lum)
)

PRESENTENCE INVESTIGATION REPORT

Criminal No. 97-0207-02

Prepared for: The Honorable Ricardo M. Urbina
 U.S. District Judge

Prepared by: Mark McCroson
 U.S. Probation Officer
 (202) 565-1353

Assistant U.S. Attorney
Raymond H. Hulser
Jonathan Biran
Public Integrity Section
U.S. Department of Justice
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Caplin & Drysdale
One Thomas Circle, N.W.
Washington, D.C. 20005-5802
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Sentencing Date: September 9, 1997, at 9:30 a.m.

Offense: *Count One:* Conspiracy, 18 U.S.C. § 371—5 years/\$250,000 fine

Release Status: The defendant was released on personal recognizance following
his plea on June 5, 1997, in which status he remains.

Detainer: None

Codefendant: Nora T. Lum, Criminal No. 97-0207-01

Related Case: Trisha C. Lum, Criminal No. 97-0208-01

Date Report Prepared: July 16, 1997
Date Report Revised: August 4, 1997

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LUM, Gene K.H.

Page 2

Identifying Data:

Date of Birth:

[REDACTED]

Age:

58

Race:

Asian

Sex:

Male

SSN:

[REDACTED]

FBI No.:

None assigned

U.S. Marshal No.:

[REDACTED]

Other ID No.:

None

Education:

Law Degree

Dependants:

None

Citizenship:

United States

Place of Birth:

Honolulu, Hawaii

Legal Address:

[REDACTED]

Long Beach, California 90802

[REDACTED]

Full Name:

Gene Kung Ho Lum



Pacts# 4691

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PART A. THE OFFENSE

Charge(s) and Conviction(s)

1. On May 21, 1997, a one-count Criminal Information was filed in the U.S. District Court for the District of Columbia charging Nora T. and Gene K.H. Lum with Conspiracy, 18 U.S.C. § 371.
2. On June 5, 1997, in accordance with a written plea agreement, each defendant entered a guilty plea to the Information. In addition to pleading guilty, the defendants agreed, among other terms, to cooperate with the Public Integrity Section of the U.S. Department of Justice. In return, the Government agreed to forego prosecuting the defendants for conduct now known to the Public Integrity Section or to law enforcement agencies working with the Public Integrity Section, or for offenses relating to campaign financing laws committed before May 16, 1997. As contained in paragraph 10 of the plea agreement, the parties agreed that, with some exceptions, the Lums may still be prosecuted for tax-related violations.

Related Case

3. In Criminal No. 97-0208, Trisha C. Lum pled guilty to a one-count Information charging her with Contribution in the Name of Another, in violation of 2 U.S.C. § 441f and Penalty for the Violation of the Federal Election Campaign Act, 2 U.S.C. § 437g(d)(1)(A), a Class A misdemeanor punishable by a term of imprisonment of not more than 1 year and a fine of not more than \$25,000 or 300% of the contribution involved in the offense. Sentencing is scheduled for August 27, 1997.

The Offense Conduct

History of the Investigation

4. The Government's investigation into the Lums' conduit campaign contributions of approximately \$50,000 to the Kennedy for Senate, Kennedy for Senate 2000, and Stuart Price for Congress campaigns in 1994 and 1995 began after the Office of the Independent Counsel closed its investigation of former Secretary of Commerce, Ron Brown, following his death in Croatia. Parts of the Independent Counsel's investigation of Ron Brown's son, Michael Brown, were turned over to the Public Integrity Section of the U.S. Department of Justice. During the Government's investigation into a \$150,000 distribution paid to Michael Brown by Dynamic Energy, it became apparent to them that conduit campaign contributions were being made by the company and the Lums. At this time, the Government has not filed charges against any other party as a result of this investigation.¹

¹ Another distribution was made to Brown on March 31, 1995, by check no. 2420, for \$37,822.

Factual Basis For Plea (filed with the Court on May 21, 1997)

5. At all times relevant to the Information and the Factual Basis for Plea, defendants *Nora T. Lum and Gene K.H. Lum* were aware that the following actions were prohibited:
 - (a) for any person to contribute more than \$1,000 to the campaign of a candidate for federal office for the candidate's primary election;
 - (b) for any person to contribute more than \$1,000 to the campaign of a candidate for federal office for the candidate's general election;
 - (c) for any person to make a contribution in the name of another person to the campaign of a candidate for federal office; and
 - (d) for any corporation to make a contribution to the campaign of a candidate for federal office.
6. At all times relevant to the Information and Factual Basis for Plea, defendants *Nora T. Lum and Gene K.H. Lum* were aware that the campaign of a candidate for federal office was required by federal law to provide information regarding contributors and contributions to the Federal Election Commission (FEC).
7. On May 18, 1994, defendants *Nora T. Lum and Gene K.H. Lum* purchased and/or caused the purchase of two United States Postal money orders in the total amount of \$1,000, and caused those money orders to be submitted to the Kennedy for Senate Campaign as contributions in the names of two straw contributors on May 25, 1994 and June 20, 1994.
8. On May 19, 1994, defendants *Nora T. Lum and Gene K.H. Lum* purchased and/or caused the purchase of two United States Postal money orders in the total amount of \$1,000, and contributed those money orders to the Kennedy for Senate Campaign as a contribution in the name of a straw contributor on June 20, 1994.
9. On May 19, 1994, defendants *Nora T. Lum and Gene K.H. Lum* provided \$2,000 to a conduit contributor, and caused the conduit and another person to use those funds to make contributions to the Kennedy for Senate Campaign in their own names in the total amount of \$2,000 on May 25, 1994.
10. On or about September 19, 1994, defendants *Nora T. Lum and Gene K.H. Lum* caused Dynamic Energy Resources, Inc. ("Dynamic Energy") check number 1783 in the amount of \$2,000 to be issued to an employee of Dynamic Energy, with the notation "reimbursement." Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Kennedy for Senate Campaign.

Defendants caused the employee to make a \$2,000 contribution to the Kennedy for Senate Campaign using those funds on September 23, 1994.

11. On September 19, 1994, defendants *Nora T. Lum and Gene K.H. Lum* caused Dynamic Energy check number 1781 in the amount of \$3,000 to be issued to a shareholder/director of Dynamic Energy, containing the notation "reimbursement." Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Kennedy for Senate Campaign. Defendants caused the employee to contribute \$3,000 to the Kennedy for Senate Campaign in his own name and the name of his spouse on September 23, 1994.
12. On September 19, 1994, defendants *Nora T. Lum and Gene K.H. Lum* caused Dynamic Energy check number 1787 in the amount of \$2,000 to be issued to a shareholder/director of Dynamic Energy, containing the notation "reimbursement." Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Kennedy for Senate Campaign. Defendants caused the daughter of the shareholder/director to make a \$2,000 contribution to the Kennedy for Senate Campaign in her own name on September 23, 1994.
13. On or about September 19, 1994, defendants *Nora T. Lum and Gene K.H. Lum* caused Dynamic Energy check number 1786 in the amount of \$5,000 to be issued to a shareholder, director, and officer of Dynamic Energy, with the notation "reimbursement." Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Kennedy for Senate Campaign. On September 23, 1994, defendants and the shareholder, director, and officers of Dynamic Energy caused \$5,000 in contributions to be made to the Kennedy for Senate Campaign in his own name and the names of three other conduit contributors.
14. In or about September 1994, defendants *Nora T. Lum and Gene K.H. Lum* asked an employee of Dynamic Energy to make a \$1,000 contribution to the Kennedy for Senate Campaign. The employee submitted receipts to Dynamic Energy which reflected that the employee had incurred expenditures on behalf of Dynamic Energy. On September 19, 1994, defendants caused Dynamic Energy to issue Dynamic Energy check number 1788 to the employee in the amount of \$1,009.26, with the notation "reimbursement." With defendants' knowledge, the employee made a \$1,000 contribution to the Kennedy for Senate Campaign in her own name on September 23, 1994.
15. On September 19, 1994, defendants *Nora T. Lum and Gene K.H. Lum* caused Dynamic Energy check number 1782 to be issued to defendant *Nora T. Lum* in the amount of \$3,000, with the notation "reimbursement." Defendant *Nora T. Lum* deposited those funds into her personal checking account at State Bank & Trust in Tulsa, Oklahoma.

16. On September 19, 1994, defendants used funds from defendant *Nora T. Lum*'s personal checking account at State Bank & Trust to purchase two money orders in the amount of \$1,000 each, and used those money orders to make contributions to the Kennedy for Senate Campaign in the names of two straw contributors on September 23, 1994. Between September 17, 1994, and September 23, 1994, defendants provided \$1,000 to a consultant for Dynamic Energy, in the form of a check drawn on defendant *Nora T. Lum*'s personal checking account at State Bank & Trust, and caused the consultant to use those funds to make a \$1,000 contribution to the Kennedy for Senate Committee in his own name.
17. On March 31, 1995, defendants *Nora T. Lum* and *Gene K.H. Lum* used \$10,000 from a bank account in the name of *Nora T. Lum* to purchase ten American Express money orders in the amount of \$1,000 each.
18. On April 4, 1995, defendants *Nora T. Lum* and *Gene K.H. Lum* caused the ten \$1,000 money orders described in the preceding paragraph to be submitted to the Kennedy for Senate and Kennedy for Senate 2000 Campaigns as contributions in the names of straw contributors.
19. On February 2, 1995, defendants *Nora T. Lum* and *Gene K.H. Lum* purchased a \$1,000 cashier's check and submitted the cashier's check to the Kennedy for Senate 2000 campaign as a contribution in the name of a straw contributor.
20. On April 2, 1995, defendants *Nora T. Lum* and *Gene K.H. Lum* provided a conduit contributor with \$2,000 and caused the conduit to make \$2,000 in contributions to the Kennedy for Senate Committee that were recorded in the conduit's own name and in the name of the conduit's spouse. Defendants provided the conduit with the funds in the form of two checks: the first check was a check on *Nora T. Lum*'s personal account in the amount of \$750, and the second was Dynamic Energy check number 2444 in the amount of \$1,250.
21. Shortly before July 18, 1994, defendants *Nora T. Lum* and *Gene K.H. Lum* became aware that a shareholder, director, and officer of Dynamic Energy had been asked to raise \$10,000 in contributions for the Stuart Price for Congress Campaign. On July 18, 1994, defendants *Nora T. Lum* and *Gene K.H. Lum* caused Dynamic Energy check number 1587 to be issued to this shareholder, director and officer of Dynamic Energy in the amount of \$10,000. Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Stuart Price for Congress Campaign. On July 25, 1994, defendants and the shareholder, director, and officer caused \$8,000 in contributions to be made to the Stuart Price for Congress Campaign in his own name and the names of three other conduit contributors.

22. In or about July 1994, defendant *Nora T. Lum* asked two conduit contributors to make contributions to the Stuart Price for Congress Campaign. On or about July 19, 1994, defendants caused these two conduit contributors to submit \$3,000 in contributions to the Stuart Price for Congress Campaign. Defendants caused another person to reimburse these conduit contributors with \$3,000 in cash.
23. Defendants *Nora T. Lum and Gene K.H. Lum* caused the Kennedy for Senate and Kennedy for Senate 2000, and Stuart Price for Congress to file reports with the FEC which falsely reported the names of the conduit and/or actual straw contributors described above, and concealed the actual source of the contributions. [end of proffer]
24. The contributions listed in the proffer total \$49,000.

Additional Background Information on Conduct

(Information contained in this section elaborates on the contributions and conduct described in the Factual Proffer in Support of Plea. Other than including \$2,500 in contribution made by Siegel family members, which they claim were legitimately made, this section does *not* allege contributions in excess of the \$49,000 set forth in the Factual Proffer)

25. In July 1994, Dynamic Energy issued to two consecutive checks, one to Michael Brown in the amount of \$10,000, and one to Trisha Lum, Nora and Gene Lum's daughter, in the amount of \$5,000. Brown and Trisha Lum used those funds to make conduit contributions to the Price campaign in the total amount of \$13,000 using her own name, the name of her sister, Nickie Lum, and the name of her fiancé, Dimitri Seigel. She also gave to Commerce Department employees \$3,000 in cash to reimburse them for their contributions to the Price campaign. Trisha Lum also took a leave of absence in the fall of 1994 to volunteer for the Kennedy campaign in Boston.
26. Among the Lums' three adult daughters, Trisha Lum was the most involved in the Lums' political activity. She graduated from the University of San Francisco in 1993 with a Bachelor of Science degree in Political Science. Before graduating, however, she took a leave of absence from school in 1992 to work with her parents on the Clinton presidential campaign. After the election, Trisha Lum obtained a position with the Department of Commerce, but she was not given any interest in Dynamic Energy because of her position with the Department of Commerce.
27. Paragraph deleted and incorporated with paragraph 25.

May and June 1994 Kennedy Contributions

28. Dynamic Energy, the company formed in 1993 and controlled by Nora Lum, named several of Lum family friends, associates and family members to the Board of Directors, and provided them with shares in the company. At the first meeting of the directors and

shareholders of Dynamic Energy in January 1994, among other topics, Nora Lum discussed the political strategy for Dynamic Energy. According to at least one of the shareholders, Nora told them that she would occasionally ask them to contribute money to particular candidates.

29. In the spring of 1994, Dynamic Energy sold off a portion of a gas contract for a substantial profit. The Lums provided substantial distributions to themselves and the other shareholders in April 1994. Nora Lum received over \$5 million, the Prices received approximately \$2.4 million, and Michael Brown, a 5% shareholder, received \$150,000. The family members and associates who held a one-half percent interest in Dynamic Energy each received a check for \$10,000.
30. In May and June 1994, the Lums arranged several conduit contributions in connection with a fund-raising event at Kennedy's home in McLean, Virginia. The event was originally scheduled for May 20, 1994, but it was postponed to June following the death of Jacqueline Kennedy Onassis on May 19, 1994. Michael Brown was actively involved in organizing and raising funds for the event, and he introduced the Lums to the Kennedy campaign. Brown was one of three Co-Chairs of the event, and Nora and Gene were Vice-Chairs. The charge for admission to the event was \$500 per person.
31. On May 1, 1994, Nora Lum made a \$2,000 contribution to the Kennedy for Senate campaign, and she was thus "maxed out" for the 1994 Kennedy campaign. Her check contained the notation "1P/1G" which indicated that \$1,000 should be designated for the primary and \$1,000 for the general election, suggesting that she was aware of the legal limits of the contributions.
32. There were several contributions that were funded directly by the Lums during this time frame. First, four \$500 postal money orders were purchased in Washington, D.C., on May 18, 1994, and submitted to the Kennedy campaign in connection with the June fund raiser. The money orders were numbered sequentially, and were purchased at the same post office on the same day.
33. The first of the four money orders was in the name of Monica Aboud, a DNC employee at the time, who told the Government that she did not make the contribution. The money order was deposited by the campaign on May 25, 1994. The second \$500 money order was submitted in the name of Dimitri Siegel, Trisha Lum's fiancé. This too was deposited by the Kennedy campaign on May 25, 1994.
34. The third money order was submitted to the Kennedy campaign in the name of Marcellas Sandoval. It was deposited by the Kennedy campaign on June 20, 1994. Sandoval told the Government that she did not purchase or submit the money order herself. The fourth

money order was submitted to the campaign in the name of Jacqueline Sitterle, who is Dimitri Siegel's mother.²

35. In addition, on May 19, 1994, two postal money orders in the total amount of \$1,000 were purchased at a post office in Washington, D.C., and they were submitted to the Kennedy campaign in the name of Gilbert Colon, who was Trisha Lum's supervisor at the Department of Commerce.
36. Next, Nora Lum provided Maxine Lum with a \$2,000 check on May 19, 1994. Maxine deposited the check on May 20, 1994, and the same day wrote a \$1,000 check to her fiancé, Roberto. On May 25, 1994, the same day as several other Lum-related contributions were submitted to the Kennedy campaign, Maxine Lum and Roberto each contributed \$1,000.

September 1994 Kennedy Contributions

37. In September 1994, the Lums were involved in another fund raiser for Kennedy. The price for preferred seats was \$2,000 each, and the lesser seats cost \$1,000 each. Nora Lum told the Kennedy campaign that she would bring in a total of \$40,000 for this event, and would fill two "preferred" tables at \$20,000 each. Nora Lum had already "maxed out" to the campaign in May 1994, and Gene Lum had already given \$1,000. Through conduit and other contributions, the Lums raised approximately \$38,000 for this event, earning Nora Lum a seat at the table with President Clinton and Senator Kennedy.
38. As the event approached, the Lums issued a series of eight checks from Dynamic Energy on September 19, 1994, totaling \$20,009.26. Those checks were followed by \$20,000 in contributions to the Kennedy campaign on September 23, 1994. The checks and contributions are described in the following table:

Dynamic Check Number	Amount	Payable to	September 23, 1994 Kennedy Contributions
1781	\$3,000	Larry Wong	\$3,000 Larry and Betty Wong
1782	\$3,000	Nora Lum	\$3,000 arranged by Nora Lum
1783	\$2,000	Eric Hubbard	\$2,000 Kevin Gray

² The money orders in the name of Dimitri Siegel and his mother were not included in the Factual Basis for the Plea because Dimitri Siegel, through his attorney, indicated that he purchased and contributed these money orders himself.

Dynamic Check Number	Amount	Payable to	September 23, 1994 Kennedy Contributions
1784	\$1,000	Trisha Lum	\$1,000 Trisha Lum
1785	\$3,000	Gilbert Colon	\$3,000 Gil and Cheryl Colon
1786	\$5,000	Michael Brown	\$5,000 arranged by Brown
1787	\$2,000	Helen Yee	\$2,000 daughter Melinda Yee
1788	\$1,009.26	Kathy Nojima	\$1,000 Kathy Nojima

39. All of these checks contained the notation "reimbursement." The specific amounts of the checks suggest the Lums were keeping close track of who had already contributed what amounts. For example, they had arranged \$1,000 contributions by Larry Wong and Gil Colon earlier in 1994, and thus in September they were provided with the maximum \$3,000 that they and their spouses could contribute. Likewise, Kathy Nojima, Nora Lum's sister, had already given \$1,000, and so she was given only \$1,000 to contribute in September. Eric Hubbard had not contributed earlier, and so he was given a full \$2,000 to contribute.
40. Larry Wong was a director and shareholder of Dynamic Energy. According to the Government, the Lums acknowledged that they asked Wong to make \$3,000 in contributions, and that they provided him with the funds to do so.
41. Nora Lum received a \$3,000 "reimbursement" check on September 19, 1994. The financial records and other evidence indicate that Nora Lum deposited the check into her personal account and used \$3,000 from that account to arrange \$3,000 in contributions to Kennedy on September 23, 1994. Specifically, Lum gave \$1,000 to Pat Owens, a Dynamic Energy consultant, who was working with the Lums in Tulsa, and directed him to make a \$1,000 contribution to the Kennedy campaign. In addition, Nora Lum cashed a \$2,000 personal check at State Bank on September 19, 1994, and used the funds to purchase two \$1,000 money orders made payable to the Kennedy campaign, in the names of two family members.
42. Check number 1783 was written to Eric Hubbard, a friend and former co-worker of Michael Brown, who came to work in Dynamic Energy's Washington office in September 1994. Approximately a week before the September 19, 1994, checks were issued, Gene Lum told Hubbard, according to the Government, "I want me a Senator," and indicated that Hubbard could be helpful because Nora Lum was already maxed out

to the Kennedy campaign. A few days later, Hubbard spoke to Nora Lum, and he agreed to act as a conduit. He received \$2,000 from Dynamic Energy on September 19, 1994, and funneled the money through a friend, Kevin Gray, to make his \$2,000 contribution to the Kennedy campaign.

43. According to the Dynamic Energy check register and the general ledger, Trisha Lum was the payee on Dynamic Energy check number 1784 in the amount of \$1,000. She made a \$1,000 contribution to the Kennedy campaign on September 23, 1994, along with all of the others. Dynamic Energy check 1784, however, never cleared the company account and was not included in the Factual Basis for Plea.
44. Gil Colon was in charge of Dynamic Energy's Washington office when he received a \$3,000 check from Dynamic Energy on September 19, 1994. The Lums acknowledged to the Government that he was provided with these funds for the purpose of making \$3,000 in contributions to the Kennedy campaign.
45. The next Dynamic Energy check on September 19, 1994, was a \$5,000 check to Michael Brown, again with the notation "reimbursement." Brown used this money much as he did the money that he received from Dynamic Energy in July 1994. This time, he received \$5,000 from Dynamic Energy, and he made exactly \$5,000 in contributions, through himself and three other conduits, to the campaign.
46. The next September 19, 1994 "reimbursement" check was made payable to Helen Yee, a shareholder, in the amount of \$2,000. The Lums arranged for this money to be passed to Yee's daughter, Melinda, and she made a \$2,000 contribution to the Kennedy campaign. Melinda Yee was an employee at the Department of Commerce. According to Yee, Nora Lum told her that she would do for Melinda Yee what she did for her own daughters; that is, provide her with the funds to make a contribution.
47. The last Dynamic Energy check written on September 19, 1994, was payable to Kathy Nojima, Nora Lum's sister, in the amount of \$1,009.26, with the notation "reimbursement." This check was coded in Dynamic Energy's books as a miscellaneous Tulsa expense reimbursement. Nojima contributed \$1,000 to the Kennedy campaign on September 23, 1994, along with the other Lum-related contributions. Her check was dated September 15, 1994.
48. The check register was written largely by Kathy Nojima, including the series of entries on September 19, 1994, and she signed all of the reimbursement checks that day. Although none of the other September 19, 1994 "reimbursement" checks were supported by any documentation, the check for \$1,009.26 check to Nojima was supported by miscellaneous receipts for long distance phone charges, a beauty salon, and restaurant

receipts attached to a September 12, 1994, memo from Nojima supporting a reimbursement for the expenses.

April 1995 Kennedy Contributions

49. The Kennedy campaign incurred a \$2 million debt during the 1994 election, and it began efforts to retire the debt immediately after the election. Nora Lum volunteered to help the campaign with that debt. The campaign had two separate committees and accounts set up at that point. First, individuals could contribute to the Retirement of Debt Fund, which would be a contribution to the Kennedy for Senate 1994 campaign. Second, the campaign began its campaign for re-election in 2000. On February 10, 1995, Nora Lum reached the maximum campaign contribution limit by giving \$2,000 to the Kennedy for Senate 2000 Committee. In addition, she bought a \$2,000 cashier's check in Gene Lum's name and contributed it to the Kennedy campaign on the same date as her own contribution.
50. During early 1995, the campaign began to work on a substantial fund-raising event that took place on April 4, 1995. There were fewer than 30 fund raisers present, and the Lums were the biggest fund raisers for this event. Nora Lum was seated at a table of seven with the President of the United States and Senator Kennedy.
51. A few days before the event, on March 31, 1995, the Lums purchased \$10,000 in money orders at State Bank and Trust in Tulsa. The money orders were filled out with the names of various straw contributors and given to the Kennedy campaign. The contributions were divided between Kennedy's 1994 and 2000 campaigns, depending on which conduit was used. The money order contributions are set forth in the following table:

Name of Purported Contributor	Money Order Number	Amount	Campaign
Yon Lee	9669	\$1,000	Kennedy for Senate
Yon Lee	9670	\$1,000	Kennedy for Senate 2000
Helen Yee	9671	\$1,000	Kennedy for Senate
Helen Yee	9672	\$1,000	Kennedy for Senate 2000
Ronald Higa	9673	\$1,000	Kennedy for Senate
Ronald Higa	9674	\$1,000	Kennedy for Senate 2000
Larry Wong	9675	\$1,000	Kennedy for Senate
Larry Wong	9676	\$1,000	Kennedy for Senate 2000
Ted Kimura	9677	\$1,000	Kennedy for Senate

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Name of Purported Contributor	Money Order Number	Amount	Campaign
Ted Kimura	9678	\$1,000	Kennedy for Senate 2000

52. When the campaign received the money orders, they sent out their standard forms to the purported contributors asking them to certify that their money order contributions came from funds in their personal account. The Government's evidence indicates that the Lums and their straw contributors supplied false certifications to the campaign.
53. The contributions made by the Lums enabled them to attend fund raising events personally attended by Senator Edward Kennedy and other politicians, including the President of the United States. The Lums attended a fund-raising event at Senator Kennedy's home following their June 1994 illegal conduit contributions.
54. As noted in paragraph 38, the Lums also attended a more expensive fund-raiser at Senator Kennedy's home in September 1994. Ten days before the event, the Lums issued a series of eight checks from their corporation, Dynamic Energy Resources, Inc. to individuals associated with the company. The total amount of the checks was \$20,009.26. Four days later, those individuals directly and indirectly contributed \$20,000 to the Kennedy for Senate campaign. The Lums were credited by the Campaign with bringing in approximately \$38,000 in connection with this event, and Nora Lum was seated with President Bill Clinton and Senator Edward Kennedy at the dinner table during the event.
- July 1994 Price Campaign Contributions*
55. Stuart Price left Dynamic Energy in June 1994 to run for Congress from the First Congressional District of Oklahoma. On July 19, 1994, he held a fund-raising event in Washington, D.C. Michael Brown was asked to be the Co-Chair for the event and to work toward raising \$10,000. On July 18, 1994, Dynamic Energy checks 1587 and 1588 were issued to Michael Brown and Trisha Lum. Mr. Brown received \$10,000 and Trisha Lum received \$5,000. (*Described in paragraphs 25 and 26*)
56. Mr. Brown deposited his \$10,000 Dynamic Energy check into his checking account on July 19, 1994. On July 21, 1994, Mr. Brown wrote a total of \$8,000 in checks on his account that resulted in contributions to the Price campaign, from himself and three other conduits. The Lums understood that these Dynamic Energy funds would be used for this purpose.
57. Dynamic Energy check number 1588 in the amount of \$5,000 was issued to Trisha Lum on July 18, 1994. Trisha Lum and individuals associated with her made a total of \$5,000 of contributions to the Price campaign on July 19, 1994.

58. Trisha Lum withdrew \$1,500 in cash from her credit union account on July 19, 1994. On that date, a total of \$1,500 in American Express money orders were purchased in the name of Nickie Lum and Dimitri Seigel, Trisha's fiancé. The \$1,500 in money orders were provided to the Price campaign on July 19, 1994, as contributions by Nickie Lum and Seigel. Also on July 19, 1994, Trisha Lum made a \$500 contribution to the Price campaign in her own name.³
59. On July 19, 1994, Tong Soo Chung, Trisha Lum's co-worker at the Department of Commerce, made a \$1,000 contribution to the Price campaign, for which Trisha reimbursed him in cash. On the same date, Gilbert Colon, Trisha Lum's supervisor, made a \$2,000 contribution to the Price campaign. The Lums solicited these contributions and arranged for Chung and Colon to be reimbursed in cash for these contributions. Trisha Lum supplied the \$3,000 in cash.

Additional Contributions and Expenditures

60. In addition to the above-described contributions, most of which are listed in the Factual Basis for Plea, there are a number of additional contributions that were funded by Nora Lum. Nickie Lum, another of the Lums' daughters, then a student at Princeton, made a \$1,000 contribution to Kennedy on June 18, 1994. Her check was dated April 9, 1994, but before her check was actually submitted to the Kennedy campaign, on May 8, 1994, Nora Lum gave Nickie a \$1,000 check. Trisha Lum also contributed \$1,000 to the Kennedy campaign in June 1994, and it appears that Nora Lum provided her with at least a portion of the funds to do so.
61. In addition to her September 1994 Kennedy contribution, Kathy Nojima was reimbursed on several other occasions. In May 1994, she received a \$1,600 check from Nora Lum, and deposited \$1,500 into her State Bank account in Tulsa. Within a few days, she made a \$1,000 contribution to the Price campaign.
62. In August 1994, Nora Lum also arranged for her daughter, Trisha, to make a \$10,000 contribution to the Democratic Congressional Campaign Committee (DCCC). Nora Lum deposited personal and corporate funds into a joint account, and Trisha Lum made her \$10,000 contribution from that account. *[Basis for guilty plea of Trisha Lum]*
63. There is also evidence of expenditures by Dynamic Energy in support of the Price campaign, none of which were reported to the FEC as contributions. The largest expenditures were incurred in connection with Stuart Price's campaign in Tulsa. In October 1994, the Lums arranged for Eric Hubbard, then a Dynamic Energy employee,

³ The Lums have not acknowledged that the contributions were funded or reimbursed by the check from Dynamic Energy, and Dimitri Seigel's attorney has indicated that Seigel would claim that he bought his money orders with his own funds. As a result, these \$2,000 in contributions are not included in the Factual Basis for Plea.

to spend one or two weeks in Tulsa, most of which he spent working on Price's campaign. Dynamic Energy paid for Hubbard's travel and lodging, and he remained on the Dynamic Energy payroll. According to the Government, Hubbard said he spent time during the first three or four days working on Dynamic Energy natural gas matters, before he was instructed by Nora Lum to focus his attention on the Price campaign and their effort to "get out the vote" in the mostly African-American neighborhood of North Tulsa. Hubbard worked with Price himself during the remainder of his time in Tulsa, visiting churches and attempting to get votes in the African-American community.

64. The Lums also arranged for Roderick Ewell, an African-American minister from Southern California, to spend more than a month in Tulsa campaigning for Price. Ewell was not an employee or consultant for Dynamic Energy, other than his work on the Price campaign, and that is the only work he was asked to do by the Lums. After Nora Lum contacted Ewell and he agreed to come to Tulsa, she sent him a consulting agreement which did not mention any campaign work. Instead, the agreement stated that Ewell was to act as "a consultant on human resources to advise DERI on a community service project with Langston University." Ewell did not do any such work, and he was not asked to do so. Under his agreement with Dynamic Energy, Ewell was paid \$1,500 at the outset, and \$1,000 per week thereafter, for a total of \$7,500. Dynamic Energy also paid Ewell's airfare and lodging costs, as well as for the cost of a rental car in Tulsa. Ewell worked exclusively on the Price campaign in Tulsa, and he attended numerous gatherings with Price.

Victim Impact

65. There are no specific or discernable victims associated with this offense.

Adjustment for Obstruction of Justice

66. There is no information at this time suggesting the defendant obstructed or attempted to obstruct justice in this case.

Adjustment for Acceptance of Responsibility

67. The defendant acknowledged his criminal conduct to the Court and, under the terms of a written plea agreement, pled guilty to a felony one-count Information. Lum has also agreed to meet with Government attorneys and investigators to undergo a full debriefing.
68. The defendants, through their counsel, provided a signed statement that reads...

We have entered a plea of guilty to conspiracy, and we acknowledge engaging in the unlawful conduct described in the factual basis for our plea. We regret our actions.

We became active in politics because we believed that the Asian-Americans were under represented in the political and electoral process. Our motives have always been to encourage more Asian-Americans to participate in that process and to promote the candidacy of person who be believed were sympathetic to causes affecting Asian-Americans.

In following these objectives, however, we crossed the line and engaged in illegal conduct. We acknowledge that we evaded the limits on individual contributions to the Kennedy and Price campaigns by enlisting various people to allow us to use their names for contribution to those campaigns, and by making donations to those campaigns in the names of people who were unaware we were doing so. We also admit to using corporate funds improperly to reimburse people for political contributions. In the course of this conduct, we knew that false information would be provided to the Federal Election Commission.

We are ashamed of what we did and we accept full responsibility for our actions. We are very sorry for the burdens we have caused to others as a result of our conduct and we will do everything we can to right the wrongs we have committed.

69. During meetings and conversations with the probation office, the Lums were cooperative and seemingly forthright in providing information regarding their personal backgrounds and their business activities. They also openly discussed the instant offense with respect to the illegal activities outlined in the Factual Proffer.
70. Although she conceded that her contributions provided her access to high ranking elected officials, Mrs. Lum asserted that her only goal was to "push for more Asian-Americans in the Executive branch." "Kennedy," she said, "was supportive of our efforts. [The contributions] were not for our gain or attention."
71. Both Mr. and Mrs. Lum said they are deeply sorry for involving their children in the instant offense. "We always stressed hard work and honesty," Mrs. Lum said, "only to associate them with something illegal."

Offense Level Computation

72. We have used the 1995 edition of the *Guidelines Manual* to apply the following guidelines. Under *Appendix A, Statutory Index*, several potential guidelines are listed for a violation of 18 U.S.C. § 371. Of those listed, §2C1.7, *Fraud Involving Deprivation of the Intangible Right to the Honest Services of Public Officials; Conspiracy to Defraud by Interference with Governmental Functions*, appears to be the guideline most analogous to the offense conduct.
73. Base Offense Level: U.S.S.G. § 2C1.7(a) sets a base offense level of 10.

10

PART C. OFFENDER CHARACTERISTICS

Personal and Family Data

84. Gene Kung Ho Lum was born in Honolulu, Hawaii on [REDACTED]. He is the eldest two children born to his father, Kun Yin Lum, and his mother, Minnie C. Lum. His parents, both age 82, are retired and live at [REDACTED]. Lum said he has little contact with his 49-year old sister, Janice J. Jong, who lives in Concord, California with her husband and family.
85. After completing earning his law degree in 1964, Lum married his first wife, Naomi Tanabe Lum, on [REDACTED] in San Francisco. They had one child, Jon Philip Lum, who is now 28 years old. The couple divorced in 1969.
86. Gene Lum married Nora Takeko in Fremont, California on [REDACTED] and three daughters were born to their marriage. The oldest daughter, Trisha Lum Siegel, is 28 years old and lives with the defendants at [REDACTED]. Trisha graduated in 1993 from the University of San Francisco with a Bachelor of Arts degree. She married Dimitri Siegel on [REDACTED]. She now runs a business that is owned by the Lum family, L.A. Sound International. The company imports car stereo equipment from Korean and Chinese manufacturers for wholesale in the U.S. The family is also acquiring a California business license for Ki International, a company they are establishing to market a CD-Rom changer for computers. Mr. and Mrs. Lum said this endeavor has proven to be fairly unsuccessful.
87. The Lum's second daughter, Maxine R. Lum Mauricio, is 26 years old and lives at [REDACTED]. Telephone [REDACTED]. Ms. Mauricio earned an undergraduate degree from Dartmouth and a law degree in 1996 from Harvard. She is now an associate with the Boston law firm of Ropes & Gray. Telephone [REDACTED].
88. The Lum's youngest daughter is 21-year old Nickie M. Lum. She is a May 1997 graduate of Princeton University and is now employed with the family business in Los Angeles. Nickie also lives with her parents in Long Beach. She is working to establish a music promotion business in Los Angeles called Tiger Records.
89. The defendants reared their family in Honolulu in what all of them described as an upper middle class lifestyle. They reported that there was "an excellent home atmosphere." It appears that the Lum family members are close and supportive of one another.

Lum History in Relation to the Instant Offense

90. During 1994 and 1995, Nora and Gene Lum were residents of Tulsa, Oklahoma, although they also had residences in Washington, D.C., and Honolulu, Hawaii. Before moving to Tulsa, they had been active in politics in Hawaii for many years, including fund-raising activity for former Governor John Waihee. In 1992, the couple moved to the Los Angeles area to raise money and organize the Asian Pacific vote for the Clinton/Gore ticket. The Lums helped establish the Asian Pacific Advisory Council (APAC) and a related entity, APAC-Vote, which was touted as an affiliate of the Democratic National Committee (DNC) that furthered the political interests of Asian Pacific Americans and raised funds for Bill Clinton.⁴ The Lums had also personally raised substantial funds and made substantial contributions to the DNC. Nora and Gene Lum met Michael Brown, the son of former Secretary of Commerce, Ron Brown, during the 1988 Michael Dukakis campaign. The Lums became acquainted with Ron Brown while he was chairman of the DNC.
91. In 1993, the Lums moved to Tulsa, Oklahoma, where Mrs. Lum formed Dynamic Energy Resources, Inc. (a Delaware corporation) to purchase the assets of a then struggling natural gas company, Gage, Inc., for approximately \$9 million. The assets consisted largely of a section of pipeline, gas contracts and a processing plant near Tulsa, Oklahoma. At the time, Oklahoma Natural Gas (ONG) was the only Gage customer, and it had begun reducing its purchases from Gage, resulting in civil suits filed by Gage against ONG. As part of the sale of Gage to the Lums, ONG offered them a contract to purchase natural gas, contingent upon the withdrawal of the lawsuit filed by Gage. After taking over Gage, Dynamic Energy received a substantial contract from ONG, grossing Dynamic Energy \$18 million.
92. Nora Lum was Chairman of the Board and the majority shareholder of Dynamic Energy, but Gene Lum had no financial interest in the company, but was listed as a Director. The Lums named several other family members, friends, and associates to the Board of Directors, and provided them with a small number of shares in the company without cost. From the ONG contracts, the Lums retained \$5.2 million and Stuart Price received \$2.5 million. Additional amounts were distributed to other share holders, including Michael Brown, who had been given a 5% stake in the company when the Lums placed him on the Board of Dynamic Energy.

⁴ According to the Sacramento Office of the California Secretary of State, APAC-Vote, Inc. had offices at 1000 Wilshire Blvd., Suite 1800, Los Angeles, CA 90017. The registered agent for APAC-Vote, Inc. was David C. Tseng. APAC-Vote, Inc. was registered as a domestic non-profit mutual benefit corporation on June 8, 1993. APAC's license to do business in California is suspended.

93. The Lums had enlisted the services of Stuart Price, an Oklahoma businessman, to put the natural gas deal with Gage together, and then to run the company since the Lums had no experience in the gas business. The Price family in turn held a substantial interest in Dynamic Energy.
94. Price, a former Oklahoma finance chairman for the Clinton 1992 Presidential Campaign, left Dynamic Energy to run for Congress from Tulsa in June 1994. After Price lost the 1994 election to Steve Largent, Linda Price, Stuart Price's wife, filed suit in Oklahoma State Court (Tulsa, CJ-95-1948). Price alleged Nora Lum had "taken advantage of their power and control over the corporation to systematically loot its assets for their personal benefit and for the benefit of certain of their friends and relatives." Specifically, Linda Price accused the Lums of using Dynamic Energy to gain political influence and to funnel campaign contributions. The lawsuit, which was filed in May 1995, continued until February 9, 1996, when it was dismissed after the Lums settled with Stuart Price for, according to the Lums, approximately \$150,000 in cash and Ramco stock valued at \$450,000.
95. Dynamic Energy filed for Chapter 11 bankruptcy in the U.S. Bankruptcy Court for the Northern District of Oklahoma in September 1995. In case number 95-03029-C, Dynamic Energy also filed a Complaint for Turnover of Property against the law firm of Riggs, Abney, Neal, Turpen, Orbinson and Lewis (RANTOL). Dynamic Energy sought to regain property, or stocks, that Price had taken from the corporation and delivered to RANTOL for safekeeping. The Chapter 11 filing also included a complaint against Enogex Services Corporation, a subsidiary of ONG, involving a Dynamic Energy debt. Dynamic Energy submitted a plan of Reorganization in June 1996, and the case remains open with outstanding debts of \$1.6 million, although Mr. Lum advised us that all debts, except those to Nora Lum, have been paid. The company still owns a Honolulu condominium and a Lake Manassas, Virginia country club membership.
96. Dynamic Energy maintains a corporate office at [REDACTED] Tulsa, Oklahoma [REDACTED] Telephone [REDACTED] Our officers in Tulsa visited the office several times but never found anyone present in the office suite. Kathy Nojima told us that the office was vacant at the time because she was visiting the defendants in Los Angeles.

Physical Condition

97. Lum is 5 feet 7 inches tall, weighs approximately 175 pounds, has black hair, brown eyes and a birthmark on his left hip. He told us that he is in good health and no history of serious health problems.

Mental and Emotional Health

98. The defendant reported that he has no history of mental or emotional health problems and has never been under the care of a psychiatrist.

Substance Abuse

99. The defendant said that he has never used illegal drugs, and he added that he does not have a history of alcohol abuse.

Education

100. Mr. Lum earned a Juris Doctorate from the University of California, Hastings College of Law, San Francisco, in 1964. He completed his undergraduate work in 1961, graduating with a Bachelor of Arts degree from the University of Hawaii.
101. According to the Hawaii Bar Association, Lum is an active member of the Bar in *Good Standing*. The bar would not tell us if any complaints were filed against Mr. Lum, or if any disciplinary actions were ever taken by the association against him.

Employment Record

102. The defendant advised us that he has been retired since 1992. He said he primarily advises his wife and other family members on business operations, but "leaves the running of [the family businesses]" to his wife and children.
103. According to court records in the Northern District of Oklahoma, a civil suit (96CV0118B) was filed by L.A. Sound International and Michael Brown against Richard Bertsch and the Metrosound Corporation of Los Angeles, California for trademark infringement, illegal transfer of equity stocks, and over a non-competition agreement.
104. Court records show that the Lums—through a holding company called RMC International, a Nevada Corporation owned and directed by Nora Lum—purchased the company sometime between January and April 1995. In doing so, the Lums loaned the company \$1 million to finance operations. Richard Bertsch was president of the company after the purchase.
105. In January 1996, the Board of Directors, consisting of Nora, Gene and Trisha Lum, fired Bertsch as President of the company and replaced him with Gene Lum. The suit, dismissed with prejudice on December 31, 1996, indicated that Bertsch engaged in disruptive practices and attempted to use the L.A. Sound International trademark on

similar electronic products that were to be sold in the U.S. The Lums indicated that Trisha Lum is now President of L.A. Sound International.

106. From 1966 to 1992, Lum said that he was in solo practice as an attorney and earned an average annual salary of \$100,000. He specialized in real estate development law in Hawaii, working to help developers with state and local planning laws and regulations.
107. While working as a real estate attorney in Hawaii, Lum also worked part time, from January 1988 to January 1990, as a \$1,000 a month aide to the Planning Committee of the Honolulu City.
108. Mr. Lum told us that he was the subject of a 1992 investigation by the County of Hawaii's County Attorney. This investigation involved allegations that the Lums made illegal contributions to the Hawaii County mayor in return for favorable treatment on land decisions concerning a proposed golf course development. Lum said that the County Attorney's Office concluded that the allegations were unfounded. He added, that to his knowledge, there was no federal involvement in this investigation.
109. In 1985, Mr. Lum was a consultant to a Japanese developer that was building golf courses in Maunawili Valley on Oahu. According to Mr. Lum, the project drew intense opposition from environmentalists and local civic groups. In 1989, there was an allegation that Mr. Lum, between 1986 and 1988, encouraged his Japanese clients to make over \$60,000 in illegal campaign contributions to Hawaiian politicians who could help approve the development of the land. According to Mr. Lum and his attorney, he was not charged with any crimes, although the contributions were returned and civil penalties were levied against the donors.
110. Finally, a \$600,000 Summary Judgment was entered against Mr. Lum in 1993 by a Hawaii state court. The defendant appealed, and in 1996 the Intermediate Court of Appeals of Hawaii, in 81 Hawai'i 501, 918 P.2d 1157, reversed the lower court and remanded the case for further hearings. Attorney Darwin Ching (808-536-7888) represented the defendant in this case. He said that plaintiffs Southwest Slopes, Inc. and Robert L. Rice, submitted fraudulent information to the Court in the original suit, and it was on this basis that the Summary Judgment was overturned.

Financial Condition: Ability To Pay

111. The Lums, acting on the advice of their counsel, declined to provide the U.S. Probation Office with access to their bank records. They also declined to complete the Personal Financial Statement that details all personal and business income, assets, and debts. The defendants also declined to execute releases granting this office access to credit reports or other financial records.

112. Counsel noted that paragraph 10 of the *Plea Agreement* reads...

[D]efendants understand that the United States is conducting and/or will conduct an investigation of possible offenses arising from tax-returns filed or required to be filed by Nora Lum, Gene Lum, and Dynamic Energy Resources, Inc. ("DERI") and/or any employee, shareholder or director of DERI (hereinafter "tax related offenses"). Nothing in this agreement shall prohibit the United States from prosecuting the defendants for any tax related offenses, as described herein...

113. Counsel also noted that paragraph 5 of the *Plea Agreement* provides, in part, that "the defendants will not be required to waive their Fifth Amendment privileges against self-incrimination concerning the matters still prosecutable under the terms of paragraph 10 herein in order to satisfy their obligation to cooperate under this agreement."

114. Although the Lums have declined to provide any financial information to the Court at this point, they concede that they "can afford to pay the maximum guideline fine that could be imposed under any guideline range that would likely apply in this case."

115. Real property records in Hawaii, Oklahoma, and the District of Columbia reflect that the Lums, either jointly or individually own the following properties:

[REDACTED] (listed on property records as owned by Nora Takeko and Trisha Lum. Counsel noted that Trisha recently transferred her interest to Nora Lum)
Washington, D.C. [REDACTED]
Tax assessed value [REDACTED]

a) [REDACTED]
Tulsa, Oklahoma [REDACTED]
Tax assessed value of [REDACTED]

b) [REDACTED] (listed on property records as owned by Gene Lum, through counsel noted that Gene Lum believed he transferred ownership several years ago to Nora Lum)
Honolulu, Hawaii [REDACTED]
Estimated value of [REDACTED] based on sales of similar homes in area

c) [REDACTED]
Honolulu, Hawaii [REDACTED]
Value unknown

d) [REDACTED]
Waianne, Hawaii [REDACTED]
Tax assessed value [REDACTED]

116. As noted in paragraph 105, Mrs. Lum, with others, owns 50% interest in the Akahi Joint Venture, a corporation that owns 300 acres of land in Kona, Hawaii. The Lums said that the property is listed for sale at \$8 million. The listed brokers are Osamu Murata and May Murakami. Telephone [REDACTED] When we called Mr. Murata to ask about the property, he asked how we heard about it. After explaining our reason for calling, he said he didn't know what we were talking about—but proceeded to tell us the land was no longer for sale—before abruptly hanging up the phone. He did not respond to additional phone calls, and we have been unable to locate public records concerning the land.
117. The only public debt we located for Mr. Lum was a [REDACTED] federal tax lien.

PART D. SENTENCING OPTIONS

118. **Statutory Provisions:** A term of not more than 5 years imprisonment is authorized for this Class D felony. 18 U.S.C. § 371
119. **Guideline Provisions:** Based on a total offense level of 12 and a criminal history category of I, the guideline range of imprisonment is from 10 to 16 months.

Impact of Plea Agreement

120. The parties agreed that the Sentencing Reform Act of 1984 is applicable in this case. The Government agreed that, should the defendants continue to "clearly demonstrate acceptance of responsibility for the instant offense," they will recommend that they each receive the applicable reduction for acceptance of responsibility under U.S.S.G. § 3E1.1.
121. The Government also agreed that it will not seek an upward departure so long as the total offense level calculated by the Court at sentencing, including any reduction for acceptance of responsibility, is 14 or greater. If the total offense level is 13 or less, the Government retained the right to seek an upward departure to level 14. The defendants retained the right to oppose any upward departure request without the Government seeking to withdraw its support for an adjustment for acceptance of responsibility.

Supervised Release

122. **Statutory Provisions:** A supervised release term of no more than 3 years is authorized for Class D felony convictions. 18 U.S.C. § 3583(b)(2)
123. **Guideline Provisions:** If a term of imprisonment of one year or more is imposed, the Court shall also order a term of supervised release to follow imprisonment. U.S.S.G. § 5D1.1(a). The term for a Class D felony shall be at least 2 years but no more than 3 years. U.S.S.G. § 5D1.2(a)(2)

124. Under U.S.S.G. § 5C1.1(d)(2), the Court may satisfy the minimum of the guideline range by 1) a sentence of imprisonment that includes a term of supervised release with a condition that substitutes community confinement or home detention on a 1:1 ratio, provided that at least one-half (5 months) of the minimum term is satisfied by imprisonment.

Probation

125. **Statutory Provisions:** The Court may impose a probation term that, if imposed, shall be at least 1 year but no more than 5 years. 18 U.S.C. § 3561(c)(1)
126. **Guideline Provisions:** A term of probation is not authorized when the applicable range is in Zone C or D. U.S.S.G. § 5B1.1, comment. (n.2)

Fines

127. **Statutory Provisions:** A fine of not more than \$250,000 is authorized. 18 U.S.C. § 3571(b)(3)
128. **Guideline Provisions:** The fine range for this offense is from \$3,000 to \$30,000. U.S.S.G. § 5E1.2(c)(3)
129. A special assessment of \$50 (when the offense occurred and concluded prior to April 24, 1996, the lower assessment is applicable) is mandatory. 18 U.S.C. § 3013(a)(2)(A)
130. Subject to the defendant's ability to pay, the Court shall impose an additional fine amount that is at least sufficient to pay the costs to the government of any imprisonment, probation, or supervised release, pursuant to U.S.S.G. § 5E1.2(i). The most recent advisory from the Administrative Office of the U.S. Courts suggests that a monthly cost of \$1,910.17 be used for imprisonment; a monthly cost of \$217.18 for supervision; and a monthly cost of \$1,186.25 for community confinement.

Restitution

131. Restitution is not an issue in this case.

PART E. FACTORS THAT MAY WARRANT DEPARTURE

132. The presence of information in this section does not necessarily constitute a recommendation for a departure.

Downward Departure

133. The Government may file a departure motion pursuant to U.S.S.G. § 5K1.1 prior to or at the time of sentencing.

Upward Departure

134. The Court may consider an upward departure under the U.S.S.G. § 2C1.7, comment. (n. 5). In this application note, the Sentencing Commission advises that the Court may consider an upward departure if the Court finds that the "defendant's conduct was part of a systematic or pervasive corruption of a governmental function, process, or office that may cause the loss of public confidence in government."
135. The Court may also consider whether the guideline, §2C1.7, adequately considers the monetary value of the illegal campaign contributions. Since this case does not involve a loss, this guideline does not consider the amount of the illegal campaign contributions involved in the instant offense. For example, a defendant who illegally contributed \$3,000 to a federal campaign would receive a sentence similar to a defendant who contributed much more. If the Court believed it is necessary to quantify the contributions under the guidelines to determine a total offense level, it could look to the loss table of U.S.S.G. § 2F1.1., which is cross referenced in §2C1.7(b)(1)(A).
136. Under U.S.S.G. § 2F1.1(b)(1)(F), for example, the Court could determine that if the contribution amount was more than \$40,000 but less than \$70,000, there could be an offense level increase based on the amount contained in that guideline. In this case, that would equate to a five-level increase. If applied to the instant offense, the Adjusted Offense Level would be 19, and the total offense level would be 16 (because the Adjusted Offense Level would be 16 or more, the defendant would qualify for a 3-level Acceptance of Responsibility adjustment rather than the current 2 levels).

LUM, Gene K.H.

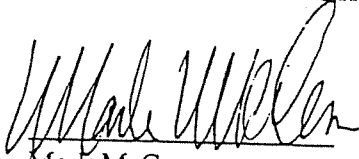
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137. A total offense level of 16 and a criminal history category of I results in a guideline imprisonment range of 21 to 27 months and a fine range of \$5,000 to \$50,000.

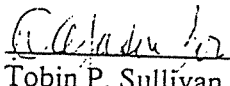
Respectfully submitted,

RICHARD A. HOUCK, JR.
Chief U.S. Probation Officer

by:


Mark McCrosen
U. S. Probation Officer

Reviewed:

 8/4/97
Tobin P. Sullivan Date:
Supervising U.S. Probation Officer

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ADDENDUM TO THE PRESENTENCE REPORT

Disclosure/Objection Chronology

The presentence report was disclosed to counsel on July 16, 1997. Counsel for the Government submitted the Receipt and Acknowledgment Form on July 25, 1997, and counsel for the defendant submitted the form on July 30, 1997.

OBJECTIONS

By The Government

The Government noted no material, factual inaccuracies and no objections.

By the Defendant

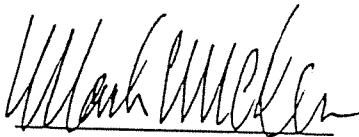
Counsel for the defendant noted several non-material factual inaccuracies and "clarifications". The final edition of the report was modified—without impacting the guidelines—to correct these inaccuracies.

With respect to the Part E. *Factors That May Warrant Departure*, counsel noted that defendant objects to any application by the Government for upward departure from the total offense guideline of 12 on the ground that any such departure is unwarranted by the offense and inconsistent with the applicable guidelines.

Respectfully submitted,

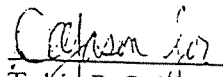
RICHARD A. HOUCK, JR.
Chief U.S. Probation Officer

by:



Mark McCrosen
U.S. Probation Officer

Reviewed:

 8/4/97
Tobin P. Sullivan Date:

Supervising U.S. Probation Officer

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LUM, Nora T.

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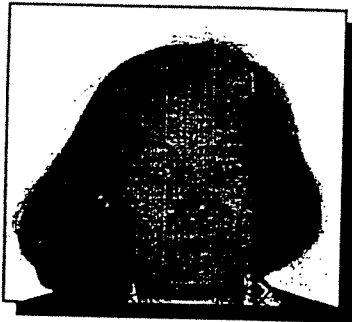
Date of Birth: [REDACTED]
Age: 54
Race: Asian
Sex: Female

SSN: [REDACTED]
FBI No.: None assigned
U.S. Marshal No.: Reg. No. [REDACTED]
Other ID No.: None

Education: Some college
Dependants: None
Citizenship: United States
Place of Birth: Honolulu, Hawaii

Legal Address: [REDACTED]
Long Beach, California 90802
[REDACTED]

Full Name: Nora Takeko Lum



Pacts#4692

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PART A. THE OFFENSE

Charge(s) and Conviction(s)

1. On May 21, 1997, a one-count Criminal Information was filed in the U.S. District Court for the District of Columbia charging Nora T. and Gene K.H. Lum with Conspiracy, 18 U.S.C. § 371.
2. On June 5, 1997, in accordance with a written plea agreement, each defendant entered a guilty plea to the Information. In addition to pleading guilty, the defendants agreed, among other terms, to cooperate with the Public Integrity Section of the U.S. Department of Justice. In return, the Government agreed to forego prosecuting the defendants for conduct now known to the Public Integrity Section or to law enforcement agencies working with the Public Integrity Section, or for offenses relating to campaign financing laws committed before [May 16, 1997.] As contained in paragraph 10 of the plea agreement, the parties agreed that, with some exceptions, the Lums may still be prosecuted for tax-related violations.

Related Case

3. In Criminal No. 97-0208, Trisha C. Lum pled guilty to a one-count Information charging her with Contribution in the Name of Another, in violation of 2 U.S.C. § 441f and Penalty for the Violation of the Federal Election Campaign Act, 2 U.S.C. § 437g(d)(1)(A), a Class A misdemeanor punishable by a term of imprisonment of not more than 1 year and a fine of not more than \$25,000 or 300% of the contribution involved in the offense. Sentencing is scheduled for August 27, 1997.

The Offense Conduct

History of the Investigation

4. The Government's investigation into the Lums' conduit campaign contributions of approximately \$50,000 to the Kennedy for Senate, Kennedy for Senate 2000, and Stuart Price for Congress campaigns in 1994 and 1995 began after the Office of the Independent Counsel closed its investigation of former Secretary of Commerce, Ron Brown, following his death in Croatia. Parts of the Independent Counsel's investigation of Ron Brown's son, Michael Brown, were turned over to the Public Integrity Section of the U.S. Department of Justice. During the Government's investigation into a \$150,000 distribution paid to Michael Brown by Dynamic Energy, it became apparent to them that conduit campaign contributions were being made by the company and the Lums. At this time, the Government has not filed charges against any other party as a result of this investigation.¹

¹ Another distribution was made to Brown on March 31, 1995, by check no. 2420, for \$37,822.

Factual Basis For Plea (filed with the Court on May 21, 1997)

5. At all times relevant to the Information and the Factual Basis for Plea, defendants *Nora T. Lum and Gene K.H. Lum* were aware that the following actions were prohibited:
 - (a) for any person to contribute more than \$1,000 to the campaign of a candidate for federal office for the candidate's primary election;
 - (b) for any person to contribute more than \$1,000 to the campaign of a candidate for federal office for the candidate's general election;
 - (c) for any person to make a contribution in the name of another person to the campaign of a candidate for federal office; and
 - (d) for any corporation to make a contribution to the campaign of a candidate for federal office.
6. At all times relevant to the Information and Factual Basis for Plea, defendants *Nora T. Lum and Gene K.H. Lum* were aware that the campaign of a candidate for federal office was required by federal law to provide information regarding contributors and contributions to the Federal Election Commission (FEC).
7. On May 18, 1994, defendants *Nora T. Lum and Gene K.H. Lum* purchased and/or caused the purchase of two United States Postal money orders in the total amount of \$1,000, and caused those money orders to be submitted to the Kennedy for Senate Campaign as contributions in the names of two straw contributors on May 25, 1994 and June 20, 1994.
8. On May 19, 1994, defendants *Nora T. Lum and Gene K.H. Lum* purchased and/or caused the purchase of two United States Postal money orders in the total amount of \$1,000, and contributed those money orders to the Kennedy for Senate Campaign as a contribution in the name of a straw contributor on June 20, 1994.
9. On May 19, 1994, defendants *Nora T. Lum and Gene K.H. Lum* provided \$2,000 to a conduit contributor, and caused the conduit and another person to use those funds to make contributions to the Kennedy for Senate Campaign in their own names in the total amount of \$2,000 on May 25, 1994.
10. On or about September 19, 1994, defendants *Nora T. Lum and Gene K.H. Lum* caused Dynamic Energy Resources, Inc. ("Dynamic Energy") check number 1783 in the amount of \$2,000 to be issued to an employee of Dynamic Energy, with the notation "reimbursement." Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Kennedy for Senate Campaign. Defendants caused the employee to make a \$2,000 contribution to the Kennedy for Senate Campaign using those funds on September 23, 1994.

11. On September 19, 1994, defendants *Nora T. Lum and Gene K.H. Lum* caused Dynamic Energy check number 1781 in the amount of \$3,000 to be issued to a shareholder/director of Dynamic Energy, containing the notation "reimbursement." Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Kennedy for Senate Campaign. Defendants caused the employee to contribute \$3,000 to the Kennedy for Senate Campaign in his own name and the name of his spouse on September 23, 1994.
12. On September 19, 1994, defendants *Nora T. Lum and Gene K.H. Lum* caused Dynamic Energy check number 1787 in the amount of \$2,000 to be issued to a shareholder/director of Dynamic Energy, containing the notation "reimbursement." Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Kennedy for Senate Campaign. Defendants caused the daughter of the shareholder/director to make a \$2,000 contribution to the Kennedy for Senate Campaign in her own name on September 23, 1994.
13. On or about September 19, 1994, defendants *Nora T. Lum and Gene K.H. Lum* caused Dynamic Energy check number 1786 in the amount of \$5,000 to be issued to a shareholder, director, and officer of Dynamic Energy, with the notation "reimbursement." Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Kennedy for Senate Campaign. On September 23, 1994, defendants and the shareholder, director, and officers of Dynamic Energy caused \$5,000 in contributions to be made to the Kennedy for Senate Campaign in his own name and the names of three other conduit contributors.
14. In or about September 1994, defendants *Nora T. Lum and Gene K.H. Lum* asked an employee of Dynamic Energy to make a \$1,000 contribution to the Kennedy for Senate Campaign. The employee submitted receipts to Dynamic Energy which reflected that the employee had incurred expenditures on behalf of Dynamic Energy. On September 19, 1994, defendants caused Dynamic Energy to issue Dynamic Energy check number 1788 to the employee in the amount of \$1,009.26, with the notation "reimbursement." With defendants' knowledge, the employee made a \$1,000 contribution to the Kennedy for Senate Campaign in her own name on September 23, 1994.
15. On September 19, 1994, defendants *Nora T. Lum and Gene K.H. Lum* caused Dynamic Energy check number 1782 to be issued to defendant *Nora T. Lum* in the amount of \$3,000, with the notation "reimbursement." Defendant *Nora T. Lum* deposited those funds into her personal checking account at State Bank & Trust in Tulsa, Oklahoma.

16. On September 19, 1994, defendants used funds from defendant *Nora T. Lum*'s personal checking account at State Bank & Trust to purchase two money orders in the amount of \$1,000 each, and used those money orders to make contributions to the Kennedy for Senate Campaign in the names of two straw contributors on September 23, 1994. Between September 17, 1994, and September 23, 1994, defendants provided \$1,000 to a consultant for Dynamic Energy, in the form of a check drawn on defendant *Nora T. Lum*'s personal checking account at State Bank & Trust, and caused the consultant to use those funds to make a \$1,000 contribution to the Kennedy for Senate Committee in his own name.
17. On March 31, 1995, defendants *Nora T. Lum* and *Gene K.H. Lum* used \$10,000 from a bank account in the name of *Nora T. Lum* to purchase ten American Express money orders in the amount of \$1,000 each.
18. On April 4, 1995, defendants *Nora T. Lum* and *Gene K.H. Lum* caused the ten \$1,000 money orders described in the preceding paragraph to be submitted to the Kennedy for Senate and Kennedy for Senate 2000 Campaigns as contributions in the names of straw contributors.
19. On February 2, 1995, defendants *Nora T. Lum* and *Gene K.H. Lum* purchased a \$1,000 cashier's check and submitted the cashier's check to the Kennedy for Senate 2000 campaign as a contribution in the name of a straw contributor.
20. On April 2, 1995, defendants *Nora T. Lum* and *Gene K.H. Lum* provided a conduit contributor with \$2,000 and caused the conduit to make \$2,000 in contributions to the Kennedy for Senate Committee that were recorded in the conduit's own name and in the name of the conduit's spouse. Defendants provided the conduit with the funds in the form of two checks: the first check was a check on *Nora T. Lum*'s personal account in the amount of \$750, and the second was Dynamic Energy check number 2444 in the amount of \$1,250.
21. Shortly before July 18, 1994, defendants *Nora T. Lum* and *Gene K.H. Lum* became aware that a shareholder, director, and officer of Dynamic Energy had been asked to raise \$10,000 in contributions for the Stuart Price for Congress Campaign. On July 18, 1994, defendants *Nora T. Lum* and *Gene K.H. Lum* caused Dynamic Energy check number 1587 to be issued to this shareholder, director and officer of Dynamic Energy in the amount of \$10,000. Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Stuart Price for Congress Campaign. On July 25, 1994, defendants and the shareholder, director, and officer caused \$8,000 in contributions to be made to the Stuart Price for Congress Campaign in his own name and the names of three other conduit contributors.

22. In or about July 1994, defendant *Nora T. Lum* asked two conduit contributors to make contributions to the Stuart Price for Congress Campaign. On or about July 19, 1994, defendants caused these two conduit contributors to submit \$3,000 in contributions to the Stuart Price for Congress Campaign. Defendants caused another person to reimburse these conduit contributors with \$3,000 in cash.
23. Defendants *Nora T. Lum* and *Gene K.H. Lum* caused the Kennedy for Senate and Kennedy for Senate 2000, and Stuart Price for Congress to file reports with the FEC which falsely reported the names of the conduit and/or actual straw contributors described above, and concealed the actual source of the contributions. [end of proffer]
24. The contributions listed in the proffer total \$49,000.

Additional Background Information on Conduct

(Information contained in this section elaborates on the contributions and conduct described in the Factual Proffer in Support of Plea. Other than including \$2,500 in contribution made by Siegel family members, which they claim were legitimately made, this section does *not* allege contributions in excess of the \$49,000 set forth in the Factual Proffer)

25. In July 1994, Dynamic Energy issued to two consecutive checks, one to Michael Brown in the amount of \$10,000, and one to Trisha Lum, Nora and Gene Lum's daughter, in the amount of \$5,000. Brown and Trisha Lum used those funds to make conduit contributions to the Price campaign in the total amount of \$13,000 using her own name, the name of her sister, Nickie Lum, and the name of her fiancé, Dimitri Seigel. She also gave to Commerce Department employees \$3,000 in cash to reimburse them for their contributions to the Price campaign. Trisha Lum also took a leave of absence in the fall of 1994 to volunteer for the Kennedy campaign in Boston.
26. Among the Lums' three adult daughters, Trisha Lum was the most involved in the Lums' political activity. She graduated from the University of San Francisco in 1993 with a Bachelor of Science degree in Political Science. Before graduating, however, she took a leave of absence from school in 1992 to work with her parents on the Clinton presidential campaign. After the election, Trisha Lum obtained a position with the Department of Commerce, but she was not given any interest in Dynamic Energy because of her position with the Department of Commerce.
27. Paragraph deleted and incorporated with paragraph 25.

May and June 1994 Kennedy Contributions

28. Dynamic Energy, the company formed in 1993 and controlled by Nora Lum, named several of Lum family friends, associates and family members to the Board of Directors, and provided them with shares in the company. At the first meeting of the directors and shareholders of Dynamic Energy in January 1994, among other topics, Nora Lum discussed the political strategy for Dynamic Energy. According to at least one of the shareholders, Nora told them that she would occasionally ask them to contribute money to particular candidates.
29. In the spring of 1994, Dynamic Energy sold off a portion of a gas contract for a substantial profit. The Lums provided substantial distributions to themselves and the other shareholders in April 1994. Nora Lum received over \$5 million, the Prices received approximately \$2.4 million, and Michael Brown, a 5% shareholder, received \$150,000. The family members and associates who held a one-half percent interest in Dynamic Energy each received a check for \$10,000.
30. In May and June 1994, the Lums arranged several conduit contributions in connection with a fund-raising event at Kennedy's home in McLean, Virginia. The event was originally scheduled for May 20, 1994, but it was postponed to June following the death of Jacqueline Kennedy Onassis on May 19, 1994. Michael Brown was actively involved in organizing and raising funds for the event, and he introduced the Lums to the Kennedy campaign. Brown was one of three Co-Chairs of the event, and Nora and Gene were Vice-Chairs. The charge for admission to the event was \$500 per person.
31. On May 1, 1994, Nora Lum made a \$2,000 contribution to the Kennedy for Senate campaign, and she was thus "maxed out" for the 1994 Kennedy campaign. Her check contained the notation "1P/1G which indicated that \$1,000 should be designated for the primary and \$1,000 for the general election, suggesting that she was aware of the legal limits of the contributions.
32. There were several contributions that were funded directly by the Lums during this time frame. First, four \$500 postal money orders were purchased in Washington, D.C., on May 18, 1994, and submitted to the Kennedy campaign in connection with the June fund raiser. The money orders were numbered sequentially, and were purchased at the same post office on the same day.
33. The first of the four money orders was in the name of Monica Aboud, a DNC employee at the time, who told the Government that she did not make the contribution. The money order was deposited by the campaign on May 25, 1994. The second \$500 money order was submitted in the name of Dimitri Siegel, Trisha Lum's fiancé. This too was deposited by the Kennedy campaign on May 25, 1994.

34. The third money order was submitted to the Kennedy campaign in the name of Marcellas Sandoval. It was deposited by the Kennedy campaign on June 20, 1994. Sandoval told the Government that she did not purchase or submit the money order herself. The fourth money order was submitted to the campaign in the name of Jacqueline Sitterle, who is Dimitri Siegel's mother.²
35. In addition, on May 19, 1994, two postal money orders in the total amount of \$1,000 were purchased at a post office in Washington, D.C., and they were submitted to the Kennedy campaign in the name of Gilbert Colon, who was Trisha Lum's supervisor at the Department of Commerce.
36. Next, Nora Lum provided Maxine Lum with a \$2,000 check on May 19, 1994. Maxine deposited the check on May 20, 1994, and the same day wrote a \$1,000 check to her fiancé, Roberto. On May 25, 1994, the same day as several other Lum-related contributions were submitted to the Kennedy campaign, Maxine Lum and Roberto each contributed \$1,000.
- September 1994 Kennedy Contributions*
37. In September 1994, the Lums were involved in another fund raiser for Kennedy. The price for preferred seats was \$2,000 each, and the lesser seats cost \$1,000 each. Nora Lum told the Kennedy campaign that she would bring in a total of \$40,000 for this event, and would fill two "preferred" tables at \$20,000 each. Nora Lum had already "maxed out" to the campaign in May 1994, and Gene Lum had already given \$1,000. Through conduit and other contributions, the Lums raised approximately \$38,000 for this event, earning Nora Lum a seat at the table with President Clinton and Senator Kennedy.
38. As the event approached, the Lums issued a series of eight checks from Dynamic Energy on September 19, 1994, totaling \$20,009.26. Those checks were followed by \$20,000 in contributions to the Kennedy campaign on September 23, 1994. The checks and contributions are described in the following table:

² The money orders in the name of Dimitri Siegel and his mother were not included in the Factual Basis for the Plea because Dimitri Siegel, through his attorney, indicated that he purchased and contributed these money orders himself.

Dynamic Check Number	Amount	Payable to	September 23, 1994 Kennedy Contributions
1781	\$3,000	Larry Wong	\$3,000 Larry and Betty Wong
1782	\$3,000	Nora Lum	\$3,000 arranged by Nora Lum
1783	\$2,000	Eric Hubbard	\$2,000 Kevin Gray
1784	\$1,000	Trisha Lum	\$1,000 Trisha Lum
1785	\$3,000	Gilbert Colon	\$3,000 Gil and Cheryl Colon
1786	\$5,000	Michael Brown	\$5,000 arranged by Brown
1787	\$2,000	Helen Yee	\$2,000 daughter Melinda Yee
1788	\$1,009.26	Kathy Nojima	\$1,000 Kathy Nojima

39. All of these checks contained the notation "reimbursement." The specific amounts of the checks suggest the Lums were keeping close track of who had already contributed what amounts. For example, they had arranged \$1,000 contributions by Larry Wong and Gil Colon earlier in 1994, and thus in September they were provided with the maximum \$3,000 that they and their spouses could contribute. Likewise, Kathy Nojima, Nora Lum's sister, had already given \$1,000, and so she was given only \$1,000 to contribute in September. Eric Hubbard had not contributed earlier, and so he was given a full \$2,000 to contribute.
40. Larry Wong was a director and shareholder of Dynamic Energy. According to the Government, the Lums acknowledged that they asked Wong to make \$3,000 in contributions, and that they provided him with the funds to do so.
41. Nora Lum received a \$3,000 "reimbursement" check on September 19, 1994. The financial records and other evidence indicate that Nora Lum deposited the check into her personal account and used \$3,000 from that account to arrange \$3,000 in contributions to Kennedy on September 23, 1994. Specifically, Lum gave \$1,000 to Pat Owens, a Dynamic Energy consultant, who was working with the Lums in Tulsa, and directed him to make a \$1,000 contribution to the Kennedy campaign. In addition, Nora Lum cashed a \$2,000 personal check at State Bank on September 19, 1994, and used the funds to

purchase two \$1,000 money orders made payable to the Kennedy campaign, in the names of two family members.

42. Check number 1783 was written to Eric Hubbard, a friend and former co-worker of Michael Brown, who came to work in Dynamic Energy's Washington office in September 1994. Approximately a week before the September 19, 1994, checks were issued, Gene Lum told Hubbard, according to the Government, "I want me a Senator," and indicated that Hubbard could be helpful because Nora Lum was already maxed out to the Kennedy campaign. A few days later, Hubbard spoke to Nora Lum, and he agreed to act as a conduit. He received \$2,000 from Dynamic Energy on September 19, 1994, and funneled the money through a friend, Kevin Gray, to make his \$2,000 contribution to the Kennedy campaign.
43. According to the Dynamic Energy check register and the general ledger, Trisha Lum was the payee on Dynamic Energy check number 1784 in the amount of \$1,000. She made a \$1,000 contribution to the Kennedy campaign on September 23, 1994, along with all of the others. Dynamic Energy check 1784, however, never cleared the company account and was not included in the Factual Basis for Plea.
44. Gil Colon was in charge of Dynamic Energy's Washington office when he received a \$3,000 check from Dynamic Energy on September 19, 1994. The Lums acknowledged to the Government that he was provided with these funds for the purpose of making \$3,000 in contributions to the Kennedy campaign.
45. The next Dynamic Energy check on September 19, 1994, was a \$5,000 check to Michael Brown, again with the notation "reimbursement." Brown used this money much as he did the money that he received from Dynamic Energy in July 1994. This time, he received \$5,000 from Dynamic Energy, and he made exactly \$5,000 in contributions, through himself and three other conduits, to the campaign.
46. The next September 19, 1994 "reimbursement" check was made payable to Helen Yee, a shareholder, in the amount of \$2,000. The Lums arranged for this money to be passed to Yee's daughter, Melinda, and she made a \$2,000 contribution to the Kennedy campaign. Melinda Yee was an employee at the Department of Commerce. According to Yee, Nora Lum told her that she would do for Melinda Yee what she did for her own daughters; that is, provide her with the funds to make a contribution.
47. The last Dynamic Energy check written on September 19, 1994, was payable to Kathy Nojima, Nora Lum's sister, in the amount of \$1,009.26, with the notation "reimbursement." This check was coded in Dynamic Energy's books as a miscellaneous Tulsa expense reimbursement. Nojima contributed \$1,000 to the Kennedy campaign on September 23, 1994, along with the other Lum-related contributions. Her check was dated September 15, 1994.

48. The check register was written largely by Kathy Nojima, including the series of entries on September 19, 1994, and she signed all of the reimbursement checks that day. Although none of the other September 19, 1994 "reimbursement" checks were supported by any documentation, the check for \$1,009.26 check to Nojima was supported by miscellaneous receipts for long distance phone charges, a beauty salon, and restaurant receipts attached to a September 12, 1994, memo from Nojima supporting a reimbursement for the expenses.

April 1995 Kennedy Contributions

49. The Kennedy campaign incurred a \$2 million debt during the 1994 election, and it began efforts to retire the debt immediately after the election. Nora Lum volunteered to help the campaign with that debt. The campaign had two separate committees and accounts set up at that point. First, individuals could contribute to the Retirement of Debt Fund, which would be a contribution to the Kennedy for Senate 1994 campaign. Second, the campaign began its campaign for re-election in 2000. On February 10, 1995, Nora Lum reached the maximum campaign contribution limit by giving \$2,000 to the Kennedy for Senate 2000 Committee. In addition, she bought a \$2,000 cashier's check in Gene Lum's name and contributed it to the Kennedy campaign on the same date as her own contribution.
50. During early 1995, the campaign began to work on a substantial fund-raising event that took place on April 4, 1995. There were fewer than 30 fund raisers present, and the Lums were the biggest fund raisers for this event. Nora Lum was seated at a table of seven with the President of the United States and Senator Kennedy.
51. A few days before the event, on March 31, 1995, the Lums purchased \$10,000 in money orders at State Bank and Trust in Tulsa. The money orders were filled out with the names of various straw contributors and given to the Kennedy campaign. The contributions were divided between Kennedy's 1994 and 2000 campaigns, depending on which conduit was used. The money order contributions are set forth in the following table:

Name of Purported Contributor	Money Order Number	Amount	Campaign
Yon Lee	9669	\$1,000	Kennedy for Senate
Yon Lee	9670	\$1,000	Kennedy for Senate 2000
Helen Yee	9671	\$1,000	Kennedy for Senate
Helen Yee	9672	\$1,000	Kennedy for Senate 2000
Ronald Higa	9673	\$1,000	Kennedy for Senate

Name of Purported Contributor	Money Order Number	Amount	Campaign
Ronald Higa	9674	\$1,000	Kennedy for Senate 2000
Larry Wong	9675	\$1,000	Kennedy for Senate
Larry Wong	9676	\$1,000	Kennedy for Senate 2000
Ted Kimura	9677	\$1,000	Kennedy for Senate
Ted Kimura	9678	\$1,000	Kennedy for Senate 2000

52. When the campaign received the money orders, they sent out their standard forms to the purported contributors asking them to certify that their money order contributions came from funds in their personal account. The Government's evidence indicates that the Lums and their straw contributors supplied false certifications to the campaign.
53. The contributions made by the Lums enabled them to attend fund raising events personally attended by Senator Edward Kennedy and other politicians, including the President of the United States. The Lums attended a fund-raising event at Senator Kennedy's home following their June 1994 illegal conduit contributions.
54. As noted in paragraph 38, the Lums also attended a more expensive fund-raiser at Senator Kennedy's home in September 1994. Ten days before the event, the Lums issued a series of eight checks from their corporation, Dynamic Energy Resources, Inc. to individuals associated with the company. The total amount of the checks was \$20,009.26. Four days later, those individuals directly and indirectly contributed \$20,000 to the Kennedy for Senate campaign. The Lums were credited by the Campaign with bringing in approximately \$38,000 in connection with this event, and Nora Lum was seated with President Bill Clinton and Senator Edward Kennedy at the dinner table during the event.
- July 1994 Price Campaign Contributions*
55. Stuart Price left Dynamic Energy in June 1994 to run for Congress from the First Congressional District of Oklahoma. On July 19, 1994, he held a fund-raising event in Washington, D.C. Michael Brown was asked to be the Co-Chair for the event and to work toward raising \$10,000. On July 18, 1994, Dynamic Energy checks 1587 and 1588 were issued to Michael Brown and Trisha Lum. Mr. Brown received \$10,000 and Trisha Lum received \$5,000. (*Described in paragraphs 25 and 26*)
56. Mr. Brown deposited his \$10,000 Dynamic Energy check into his checking account on July 19, 1994. On July 21, 1994, Mr. Brown wrote a total of \$8,000 in checks on his

account that resulted in contributions to the Price campaign, from himself and three other conduits. The Lums understood that these Dynamic Energy funds would be used for this purpose.

57. Dynamic Energy check number 1588 in the amount of \$5,000 was issued to Trisha Lum on July 18, 1994. Trisha Lum and individuals associated with her made a total of \$5,000 of contributions to the Price campaign on July 19, 1994.
58. Trisha Lum withdrew \$1,500 in cash from her credit union account on July 19, 1994. On that date, a total of \$1,500 in American Express money orders were purchased in the name of Nickie Lum and Dimitri Seigel, Trisha's fiancé. The \$1,500 in money orders were provided to the Price campaign on July 19, 1994, as contributions by Nickie Lum and Seigel. Also on July 19, 1994, Trisha Lum made a \$500 contribution to the Price campaign in her own name.³
59. On July 19, 1994, Tong Soo Chung, Trisha Lum's co-worker at the Department of Commerce, made a \$1,000 contribution to the Price campaign, for which Trisha reimbursed him in cash. On the same date, Gilbert Colon, Trisha Lum's supervisor, made a \$2,000 contribution to the Price campaign. The Lums solicited these contributions and arranged for Chung and Colon to be reimbursed in cash for these contributions. Trisha Lum supplied the \$3,000 in cash.

Additional Contributions and Expenditures

60. In addition to the above-described contributions, most of which are listed in the Factual Basis for Plea, there are a number of additional contributions that were funded by Nora Lum. Nickie Lum, another of the Lums' daughters, then a student at Princeton, made a \$1,000 contribution to Kennedy on June 18, 1994. Her check was dated April 9, 1994, but before her check was actually submitted to the Kennedy campaign, on May 8, 1994, Nora Lum gave Nickie a \$1,000 check. Trisha Lum also contributed \$1,000 to the Kennedy campaign in June 1994, and it appears that Nora Lum provided her with at least a portion of the funds to do so.
61. In addition to her September 1994 Kennedy contribution, Kathy Nojima was reimbursed on several other occasions. In May 1994, she received a \$1,600 check from Nora Lum, and deposited \$1,500 into her State Bank account in Tulsa. Within a few days, she made a \$1,000 contribution to the Price campaign.

³ The Lums have not acknowledged that the contributions were funded or reimbursed by the check from Dynamic Energy, and Dimitri Seigel's attorney has indicated that Seigel would claim that he bought his money orders with his own funds. As a result, these \$2,000 in contributions are not included in the Factual Basis for Plea.

62. In August 1994, Nora Lum also arranged for her daughter, Trisha, to make a \$10,000 contribution to the Democratic Congressional Campaign Committee (DCCC). Nora Lum deposited personal and corporate funds into a joint account, and Trisha Lum made her \$10,000 contribution from that account. *[Basis for guilty plea of Trisha Lum]*
63. There is also evidence of expenditures by Dynamic Energy in support of the Price campaign, none of which were reported to the FEC as contributions. The largest expenditures were incurred in connection with Stuart Price's campaign in Tulsa. In October 1994, the Lums arranged for Eric Hubbard, then a Dynamic Energy employee, to spend one or two weeks in Tulsa, most of which he spent working on Price's campaign. Dynamic Energy paid for Hubbard's travel and lodging, and he remained on the Dynamic Energy payroll. According to the Government, Hubbard said he spent time during the first three or four days working on Dynamic Energy natural gas matters, before he was instructed by Nora Lum to focus his attention on the Price campaign and their effort to "get out the vote" in the mostly African-American neighborhood of North Tulsa. Hubbard worked with Price himself during the remainder of his time in Tulsa, visiting churches and attempting to get votes in the African-American community.
64. The Lums also arranged for Roderick Ewell, an African-American minister from Southern California, to spend more than a month in Tulsa campaigning for Price. Ewell was not an employee or consultant for Dynamic Energy, other than his work on the Price campaign, and that is the only work he was asked to do by the Lums. After Nora Lum contacted Ewell and he agreed to come to Tulsa, she sent him a consulting agreement which did not mention any campaign work. Instead, the agreement stated that Ewell was to act as "a consultant on human resources to advise DERI on a community service project with Langston University." Ewell did not do any such work, and he was not asked to do so. Under his agreement with Dynamic Energy, Ewell was paid \$1,500 at the outset, and \$1,000 per week thereafter, for a total of \$7,500. Dynamic Energy also paid Ewell's airfare and lodging costs, as well as for the cost of a rental car in Tulsa. Ewell worked exclusively on the Price campaign in Tulsa, and he attended numerous gatherings with Price.

Victim Impact

65. There are no specific or discernable victims associated with this offense.

Adjustment for Obstruction of Justice

66. There is no information at this time suggesting the defendant obstructed or attempted to obstruct justice in this case.

Adjustment for Acceptance of Responsibility

67. The defendant acknowledged his criminal conduct to the Court and, under the terms of a written plea agreement, pled guilty to a felony one-count Information. Lum has also agreed to meet with Government attorneys and investigators to undergo a full debriefing.

68. The defendants, through their counsel, provided a signed statement that reads...

We have entered a plea of guilty to conspiracy, and we acknowledge engaging in the unlawful conduct described in the factual basis for our plea. We regret our actions.

We became active in politics because we believed that the Asian-Americans were under represented in the political and electoral process. Our motives have always been to encourage more Asian-Americans to participate in that process and to promote the candidacy of person who be believed were sympathetic to causes affecting Asian-Americans.

In following these objectives, however, we crossed the line and engaged in illegal conduct. We acknowledge that we evaded the limits on individual contributions to the Kennedy and Price campaigns by enlisting various people to allow us to use their names for contribution to those campaigns, and by making donations to those campaigns in the names of people who were unaware we were doing so. We also admit to using corporate funds improperly to reimburse people for political contributions. In the course of this conduct, we knew that false information would be provided to the Federal Election Commission.

We are ashamed of what we did and we accept full responsibility for our actions. We are very sorry for the burdens we have caused to others as a result of our conduct and we will do everything we can to right the wrongs we have committed.

69. During meetings and conversations with the probation office, the Lums were cooperative and seemingly forthright in providing information regarding their personal backgrounds and their business activities. They also openly discussed the instant offense with respect to the illegal activities outlined in the Factual Proffer.
70. Although she conceded that her contributions provided her access to high ranking elected officials, Mrs. Lum asserted that her only goal was to "push for more Asian-Americans in the Executive branch." "Kennedy, she said, "was supportive of our efforts. [The contributions] were not for our gain or attention."

71. Both Mr. and Mrs. Lum said they are deeply sorry for involving their children in the instant offense. "We always stressed hard work and honesty," Mrs. Lum said, "only to associate them with something illegal."

Offense Level Computation

72. We have used the 1995 edition of the *Guidelines Manual* to apply the following guidelines. Under *Appendix A, Statutory Index*, several potential guidelines are listed for a violation of 18 U.S.C. § 371. Of those listed, §2C1.7, *Fraud Involving Deprivation of the Intangible Right to the Honest Services of Public Officials; Conspiracy to Defraud by Interference with Governmental Functions*, appears to be the guideline most analogous to the offense conduct.
73. Base Offense Level: U.S.S.G. § 2C1.7(a) sets a base offense level of 10. 10
74. Specific Offense Characteristics: None 0
75. Victim-Related Adjustment: None 0
76. Adjustment for Role in the Offense: The offense conduct occurred from on or about March 1994 through 1995. During this period, the Lums used several methods and many individuals to funnel contributions to the Kennedy and Price campaigns. In addition to the defendants, the offense involved other criminally responsible participants. These included Trisha Lum, Michael Brown, and Kathy Nojima. In doing so, the Lums established controls and procedures to keep track of conduit contributions to ensure that these conduits did not exceed FEC limits to avoid scrutiny. Under §3B1.1(a), the defendant was an organizer of a criminal activity involving five or more criminally responsible participants or was otherwise extensive. +4
77. Adjusted Offense Level (Subtotal): 14
78. Adjustment for Acceptance of Responsibility: As detailed earlier in the report, the defendant has clearly demonstrated an acceptance of responsibility for the criminal conduct. Under U.S.S.G. § 3E1.1(a), the offense level is reduced by 2 levels. -2
79. Chapter Four Enhancements: None 0
80. Total Offense Level: 12

PART B. THE DEFENDANT'S CRIMINAL HISTORY

Juvenile Adjudication(s)

81. The defendant has no known record of juvenile adjudications.

Adult Criminal Conviction(s)

82. Federal, as well as state and local record checks in Hawaii, California, and Oklahoma did not uncover any record of arrests or convictions.

Criminal History Computation

83. The total criminal history score is zero, and the criminal history category is I. *See* Sentencing Table (Chapter 5 Part A).

PART C. OFFENDER CHARACTERISTICS

Personal and Family Data

84. The defendant was born in Honolulu, Hawaii on [REDACTED]. She is the third oldest of four children born to her parents, Kikuko and Paul Nojima. Kikuko died at the age of 70 in 1985. Paul Nojima died in 1963. Her oldest sibling is Stanley Nojima, age 56, who is retired and lives at [REDACTED]. Telephone [REDACTED]. Another brother, 50 year old Glenn Nojima, is a U.S. Postal employee, and lives at [REDACTED]. Her sister, Kathy Nojima, age 42, lives in the defendant's Tulsa, Oklahoma home.
85. Kathy Nojima, 13 years younger than Nora, said that the defendant cared for her from an early age. She said that Nora carried her "care giving ways" ways into adulthood, often generously extending herself to friends and their families to her own detriment.
86. Kathy Nojima told us that she is staying in Oklahoma to "finish Dynamic's business." She said that Dynamic Energy still has one processing unit that is for sale and, under Oklahoma law, it must be monitored while it is active. She said that she is also completing the final Chapter 11 paperwork for the company. Once completed, she said she too will move to Long Beach to live with the defendants and the rest of the family.

87. The defendant was married once before her marriage to Gene Lum: she was married to Samuel Y. Lee, now age 56, briefly until their divorce in 1967. She said that they did not have any children together.
88. She married Gene Lum in Fremont, California on [REDACTED] and three daughters were born to their marriage. The oldest daughter, Trisha Lum Siegel, is 28 years old and lives with the defendants at [REDACTED]. Trisha graduated in 1993 from the University of San Francisco with a Bachelor of Arts degree. She married Dimitri Siegel on July 5, 1997. She now runs a business that is owned by the Lum family, L.A. Sound International. The company imports car stereo equipment from Korean and Chinese manufacturers for wholesale in the U.S. The family is also acquiring a California business license for Ki International, a company they are establishing to market a CD-Rom changer for computers. Mr. and Mrs. Lum said this endeavor has proven to be fairly unsuccessful.
89. The Lum's second daughter, Maxine R. Lum Mauricio, is 26 years old and lives at [REDACTED]. Telephone [REDACTED]. Ms. Mauricio earned an undergraduate degree from Dartmouth and a law degree in 1996 from Harvard. She is now an associate with the Boston law firm of Ropes & Gray. Telephone [REDACTED].
90. The Lum's youngest daughter is 21-year old Nickie M. Lum. She is a May 1997 graduate of Princeton University and is now employed with the family business in Los Angeles. Nickie also lives with her parents in Long Beach. She is working to establish a music promotion business in Los Angeles called Tiger Records.
91. The defendants reared their family in Honolulu in what all of them described as an upper middle class lifestyle. They reported that there was "an excellent home atmosphere." It appears that the Lum family is close and supportive of one another.
- Lum History in Relation to the Instant Offense*
92. During 1994 and 1995, Nora and Gene Lum were residents of Tulsa, Oklahoma, although they also had residences in Washington, D.C., and Honolulu, Hawaii. Before moving to Tulsa, they had been active in politics in Hawaii for many years, including fund-raising activity for former Governor John Waihee. In 1992, the couple moved to the Los Angeles area to raise money and organize the Asian Pacific vote for the Clinton/Gore ticket. The Lums helped establish the Asian Pacific Advisory Council (APAC) and a related entity, APAC-Vote, which were believed by many to be affiliates of the Democratic National Committee (DNC) that furthered the political interests of Asian Pacific Americans and

raised funds for Bill Clinton.⁴ The Lums had also personally raised substantial funds and made substantial contributions to the DNC. Nora and Gene Lum met Michael Brown, the son of former Secretary of Commerce, Ron Brown, during the 1988 Michael Dukakis campaign. The Lums became acquainted with Ron Brown while he was chairman of the DNC.

93. In 1993, the Lums moved to Tulsa, Oklahoma, where Mrs. Lum formed Dynamic Energy Resources, Inc. (a Delaware corporation) to purchase the assets of a then struggling natural gas company, Gage, Inc., for approximately \$9 million. The assets consisted largely of a section of pipeline, gas contracts and a processing plant near Tulsa, Oklahoma. At the time, Oklahoma Natural Gas (ONG) was the only Gage customer, and it had begun reducing its purchases from Gage, resulting in civil suits filed by Gage against ONG. As part of the sale of Gage to the Lums, ONG offered them a contract to purchase natural gas, contingent upon the withdrawal of the lawsuit filed by Gage. After taking over Gage, Dynamic Energy received a substantial contract from ONG, grossing Dynamic Energy \$18 million.
94. Nora Lum was Chairman of the Board and the majority shareholder of Dynamic Energy, but Gene Lum had no financial interest in the company, but was listed as a Director. The Lums named several other family members, friends, and associates to the Board of Directors, and provided them with a small number of shares in the company without cost. From the ONG contracts, the Lums retained \$5.2 million and Stuart Price received \$2.5 million. Additional amounts were distributed to other share holders, including Michael Brown, who had been given a 5% stake in the company when the Lums placed him on the Board of Dynamic Energy.
95. The Lums had enlisted the services of Stuart Price, an Oklahoma businessman, to put the natural gas deal with Gage together, and then to run the company since the Lums had no experience in the gas business. The Price family in turn held a substantial interest in Dynamic Energy.
96. Price, a former Oklahoma finance chairman for the Clinton 1992 Presidential Campaign, left Dynamic Energy to run for Congress from Tulsa in June 1994. After Price lost the 1994 election to Steve Largent, Linda Price, Stuart Price's wife, filed suit in Oklahoma State Court (Tulsa, CJ-95-1948). Price alleged Nora Lum had "taken advantage of their power and control over the corporation to systematically loot its assets for their personal benefit and for the benefit of certain of their friends and relatives." Specifically, Linda

⁴ According to the Sacramento Office of the California Secretary of State, APAC-Vote, Inc. had offices at 1000 Wilshire Blvd., Suite 1800, Los Angeles, CA 90017. The registered agent for APAC-Vote, Inc. was David C. Tseng. APAC-Vote, Inc. was registered as a domestic non-profit mutual benefit corporation on June 8, 1993. APAC's license to do business in California is suspended.

Price accused the Lums of using Dynamic Energy to gain political influence and to funnel campaign contributions. The lawsuit, which was filed in May 1995, continued until February 9, 1996, when it was dismissed after the Lums settled with Stuart Price for, according to the Lums, approximately \$150,000 in cash and Ramco stock valued at \$450,000.

97. Dynamic Energy filed for Chapter 11 bankruptcy in the U.S. Bankruptcy Court for the Northern District of Oklahoma in September 1995. In case number 95-03029-C, Dynamic Energy also filed a Complaint for Turnover of Property against the law firm of Riggs, Abney, Neal, Turpen, Orbinson and Lewis (RANTOL). Dynamic Energy sought to regain property, or stocks, that Price had taken from the corporation and delivered to RANTOL for safekeeping. The Chapter 11 filing also included a complaint against Enogex Services Corporation, a subsidiary of ONG, involving a Dynamic Energy debt. Dynamic Energy submitted a plan of Reorganization in June 1996, and the case remains open with outstanding debts of \$1.6 million, although Mr. Lum advised us that all debts, except those to Nora Lum, have been paid. The company still owns a Honolulu condominium and a Lake Manassas, Virginia country club membership.
98. Dynamic Energy maintains a corporate office at [REDACTED] Tulsa, Oklahoma [REDACTED] Telephone [REDACTED] Our officers in Tulsa visited the office several times but never found anyone present in the office suite. Kathy Nojima told us that the office was vacant at the time because she was visiting the defendants in Los Angeles.

Physical Condition

99. Mrs. Lum is 5 feet 3 inches tall, weighs approximately 145 pounds, and she has black hair and brown eyes. The defendant said she is in "general good health," although she noted that she incurred a serious injury in 1982. She explained that she was struck on the head by a light fixture that fell from an office ceiling. Although not hospitalized at first, she later experienced several blackouts, seizures and severe headaches. Mr. Lum explained that her blackouts, which she typically does not remember, are as brief as five seconds to as long as one minute. Doctors prescribed several medications, including Dilantin, Tofinal, and Valium for the condition. She said her last blackout was in December 1996.
100. Mrs. Lum also reported that she suffers from severe allergies to seafood. She noted that she was hospitalized for one week in Honolulu's Straub Hospital in 1994 after having a severe allergic reaction to seafood meal. Mrs. Lum said she had a very high fever, chills, and an extremely low white blood cell count. Mr. Lum said that hospital doctors told him she was close to death when she arrived at the hospital.

Mental and Emotional Health

101. Although she has no history of mental or emotional health illnesses, Mrs. Lum was examined and treated for mild depression following her 1982 head injury.

Substance Abuse

102. The defendant has no history of drug use or alcohol abuse.

Education

103. Nora Lum graduated from Farmington High School, in Honolulu, in 1960. She later attended the University of Hawaii, but only took a few classes. Her counsel indicated that she withdrew from college because of her need to work to help support her family. The university does not have any record of a degree for the defendant.

Employment Record

104. From 1971 to 1977, Nora Lum owned and operated a souvenir and tee shirt shop in Honolulu, and then from 1977 to 1980, she and her husband owned and operated a golf shop. After closing down the golf shop, Mrs. Lum said she began working as a consultant to developers helping them work comply with Hawaii's state and local regulations and win approval for development projects. She cited the Hawaii Riviera Project as one she worked on from 1988 to 1992. The owner of this 20,000 acre project on the Island of Hawaii, Charles Chidiac, lost financing and was unable to proceed with development plans.
105. In 1990, Mrs. Lum worked as a consultant to two corporations that owned a 300-acre parcel of land on Kona, Hawaii that was intended for development as a golf course. The defendant, along with other business associates, have a 50% interest in this project called the Akhari Joint Venture
106. As described earlier, Mrs. Lum formed Dynamic Energy in 1992 to purchase the assets of a Tulsa, Oklahoma natural gas company. Mrs. Lum said the company is in the process of shutting down. She reported that she nor her husband no longer receive any income from Dynamic Energy.
107. At present, Mrs. Lum said she actively manages, with other family members, L.A. sound International and Ki International in California. She also said she is working on speculative deals to import Russian vodka and market it to American women. She is also reportedly working on a potential contract to develop in oil refinery in that country. On the advice of her attorney, Mrs. Lum declined to provide details concerning her income.

Financial Condition: Ability To Pay

108. The Lums, acting on the advice of their counsel, respectfully declined to provide the U.S. Probation Office with access to their bank records. They also declined to complete the Personal Financial Statement that details all personal and business income, assets, and debts. The defendants also respectfully declined to execute releases granting this office access to credit reports or other financial records.
109. Counsel noted that paragraph 10 of the *Plea Agreement* reads...
- [D]efendants understand that the United States is conducting and/or will conduct an investigation of possible offenses arising from tax-returns filed or required to be filed by Nora Lum, Gene Lum, and Dynamic Energy Resources, Inc. ("DERI") and/or any employee, shareholder or director of DERI (hereinafter "tax related offenses"). Nothing in this agreement shall prohibit the United States from prosecuting the defendants for any tax related offenses, as described herein...
110. Counsel also noted that paragraph 5 of the *Plea Agreement* provides, in part, that "the defendants will not be required to waive their Fifth Amendment privileges against self-incrimination concerning the matters still prosecutable under the terms of paragraph 10 herein in order to satisfy their obligation to cooperate under this agreement."
111. Although the Lums have declined to provide any financial information to the Court at this point, they concede that they "can afford to pay the maximum guideline fine that could be imposed under any guideline range that would likely apply in this case."
112. Real property records in California, Hawaii, Oklahoma, and the District of Columbia reflect that the Lums, either jointly or individually own the following properties:
- a) [REDACTED]
Washington, D.C.
Tax assessed value [REDACTED]
 - b) [REDACTED]
Tulsa, Oklahoma
Tax assessed value [REDACTED]
 - c) [REDACTED]
Honolulu, Hawaii
Estimated value [REDACTED]

d) [REDACTED]
Honolulu, Hawaii [REDACTED]
Value unknown

e) [REDACTED]
Waianne, Hawaii [REDACTED]
Tax assessed value [REDACTED]

113. As noted in paragraph 105, Mrs. Lum, with others, owns 50% interest in the Akahi Joint Venture, a corporation that owns 300 acres of land in Kona, Hawaii. The Lums said that the property is listed for sale at \$8 million. The listed brokers are Osamu Murata and May Murakami. Telephone [REDACTED] When we called Mr. Murata to ask about the property, he asked how we heard about it. After explaining our reason for calling, he said he didn't know what we were talking about—but proceeded to tell us the land was no longer for sale—before abruptly hanging up the phone. He did not respond to additional phone calls, and we have been unable to locate public records concerning the land.
114. According to court records in the Northern District of Oklahoma, a civil suit (96CV0118B) was filed by L.A. Sound International and Michael Brown against Richard Bertsch and the Metrosound Corporation of Los Angeles, California for trademark infringement, illegal transfer of equity stocks, and over a non-competition agreement.
115. Court records show that the Lums—through a holding company called RMC International, a Nevada Corporation owned and directed by Nora Lum—purchased the company sometime between January and April 1995. In doing so, the Lums loaned the company \$1 million to finance operations. Richard Bertsch was president of the company after the purchase.
116. In January 1996, the Board of Directors, consisting of Nora, Gene and Trisha Lum, fired Bertsch as President of the company and replaced him with Gene Lum. The suit, dismissed with prejudice on December 31, 1996, indicated that Bertsch engaged in disruptive practices and attempted to use the L.A. Sound International trademark on similar electronic products that were to be sold in the U.S. The Lums indicated that their son-in-law, Dimitri Siegel is now President of L.A. Sound International. We could not locate any information concerning the value of a L.A. Sound International or its holding company, RMC.
117. We did not locate any public record of debts or liens filed against Mrs. Lum, other than those of Dynamic Energy.

PART D. SENTENCING OPTIONS

118. **Statutory Provisions:** A term of not more than 5 years imprisonment is authorized for this Class D felony. 18 U.S.C. § 371
119. **Guideline Provisions:** Based on a total offense level of 12 and a criminal history category of I, the guideline range of imprisonment is from 10 to 16 months.

Impact of Plea Agreement

120. The parties agreed that the Sentencing Reform Act of 1984 is applicable in this case. The Government agreed that, should the defendants continue to “clearly demonstrate acceptance of responsibility for the instant offense,” they will recommend that they each receive the applicable reduction for acceptance of responsibility under U.S.S.G. § 3E1.1.
121. The Government also agreed that it will not seek an upward departure so long as the total offense level calculated by the Court at sentencing, including any reduction for acceptance of responsibility, is 14 or greater. If the total offense level is 13 or less, the Government retained the right to seek an upward departure to level 14. The defendants retained the right to oppose any upward departure request without the Government seeking to withdraw its support for an adjustment for acceptance of responsibility.

Supervised Release

122. **Statutory Provisions:** A supervised release term of no more than 3 years is authorized for Class D felony convictions. 18 U.S.C. § 3583(b)(2)
123. **Guideline Provisions:** If a term of imprisonment of one year or more is imposed, the Court shall also order a term of supervised release to follow imprisonment. U.S.S.G. § 5D1.1(a). The term for a Class D felony shall be at least 2 years but no more than 3 years. U.S.S.G. § 5D1.2(a)(2)
124. Under U.S.S.G. § 5C1.1(d)(2), the Court may satisfy the minimum of the guideline range by 1) a sentence of imprisonment that includes a term of supervised release with a condition that substitutes community confinement or home detention on a 1:1 ratio, provided that at least one-half (5 months) of the minimum term is satisfied by imprisonment.

Probation

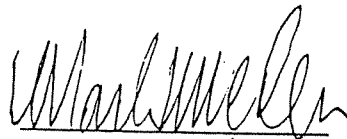
125. **Statutory Provisions:** The Court may impose a probation term that, if imposed, shall be at least 1 year but no more than 5 years. 18 U.S.C. § 3561(c)(1)

135. The Court may also consider whether the guideline, §2C1.7, adequately considers the monetary value of the illegal campaign contributions. Since this case does not involve a loss, this guideline does not consider the amount of the illegal campaign contributions involved in the instant offense. For example, a defendant who illegally contributed \$3,000 to a federal campaign would receive a sentence similar to a defendant who contributed much more. If the Court believed it is necessary to quantify the contributions under the guidelines to determine a total offense level, it could look to the loss table of U.S.S.G. § 2F1.1., which is cross referenced in §2C1.7(b)(1)(A).
136. Under U.S.S.G. § 2F1.1(b)(1)(F), for example, the Court could determine that if the contribution amount was more than \$40,000 but less than \$70,000, there could be an offense level increase based on the amount contained in that guideline. In this case, that would equate to a five-level increase. If applied to the instant offense, the Adjusted Offense Level would be 19, and the total offense level would be 16 (because the Adjusted Offense Level would be 16 or more, the defendant would qualify for a 3-level Acceptance of Responsibility adjustment rather than the current 2 levels).
137. A total offense level of 16 and a criminal history category of I results in a guideline imprisonment range of 21 to 27 months and a fine range of \$5,000 to \$50,000.

Respectfully submitted,

RICHARD A. HOUCK, JR.
Chief U.S. Probation Officer

by:



Mark McCrosen
U. S. Probation Officer

Reviewed:

C. Sullivan 2/4/97
Tobin P. Sullivan Date:
Supervising U.S. Probation Officer

ADDENDUM TO THE PRESENTENCE REPORT

Disclosure/Objection Chronology

The presentence report was disclosed to counsel on July 16, 1997. Counsel for the Government submitted the Receipt and Acknowledgment Form on July 25, 1997, and counsel for the defendant submitted the form on July 30, 1997.

OBJECTIONS

By The Government

The Government noted no material, factual inaccuracies and no objections.

By the Defendant

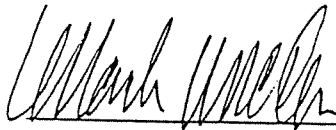
Counsel for the defendant noted several non-material factual inaccuracies and "clarifications". The final edition of the report was modified—without impacting the guidelines—to correct these inaccuracies.

With respect to the Part E. *Factors That May Warrant Departure*, counsel noted that defendant objects to any application by the Government for upward departure from the total offense guideline of 12 on the ground that any such departure is unwarranted by the offense and inconsistent with the applicable guidelines.

Respectfully submitted,

RICHARD A. HOUCK, JR.
Chief U.S. Probation Officer

by:



Mark McCrosen
U.S. Probation Officer

Reviewed:

W. P. Sullivan 8/4/97
Tobin P. Sullivan Date:
Supervising U.S. Probation Officer

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA	:	CRIMINAL NO.:
	:	
	:	VIOLATION:
v.	:	18 U.S.C. Section 371
	:	(Conspiracy)
	:	
NORA T. LUM	:	
GENE K.H. LUM	:	

PLEA AGREEMENT

Pursuant to Rule 11 of the Federal Rules of Criminal Procedure, the United States of America and the defendants, Nora T. Lum and Gene K.H. Lum, agree as follows:

1. Defendants Nora Lum and Gene Lum are entering this agreement and are pleading guilty freely and voluntarily without promise or benefit of any kind, other than contained herein, and without threats, force, intimidation, or coercion of any kind.
2. Defendants Nora Lum and Gene Lum knowingly, voluntarily and truthfully admit the facts set forth in the attached Factual Basis for Plea.
3. The defendants shall enter a plea of guilty to the One Count Information, a copy of which is attached hereto. The defendants admit that they are guilty of the crime charged in the Information, that is, conspiracy to defraud the United States and to cause the submission of false statements in a matter within the jurisdiction of the Federal Election Commission, in violation of 18 U.S.C. § 371.
4. The defendants understand the nature of the offense to which they are pleading guilty, and the elements thereof, including

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the penalties provided by law. The charge carries a maximum sentence of imprisonment for a term not to exceed five (5) years, a \$250,000 fine, or both, with a mandatory special assessment of \$100. The defendants understand that the Court may impose a term of Supervised Release to follow any incarceration, in accordance with Title 18, United States Code, Section 3583, and that, in this case, the authorized term of supervised release is not more than three years.

5. The defendants agree to cooperate fully with the United States and to provide truthful and complete information to the Public Integrity Section and to any law enforcement agency working with the Public Integrity Section, said cooperation to include but not be limited to, being readily available to be interviewed, testifying before the grand jury and at any trials, and providing documents and records in their possession related to any interview or testimony. The defendants will not be required to waive their Fifth Amendment privilege against self-incrimination concerning the matters still prosecutable under the terms of paragraph 10 herein in order to satisfy their obligation to cooperate under this agreement.

6. It is further understood by the parties that the defendants must at all times provide complete and truthful information and testimony. Should it be determined that the defendants have intentionally given materially false, incomplete, or misleading testimony or information, or have intentionally omitted any material fact, or have intentionally impeded the United

States in its investigations, this agreement shall be voidable at the option of the United States, and the defendants shall be subject to prosecution for perjury, false statements, and obstruction of justice.

7. Should any further prosecution be brought against the defendants by the United States, the United States will not offer in evidence against the defendants any statements made by them pursuant to their cooperation under this agreement, except in a prosecution for false statements, obstruction of justice or perjury. Nevertheless, the United States can use information derived from statements made by the defendants during the course of their cooperation under this agreement directly or indirectly for the purpose of obtaining leads to other evidence, which evidence may be used by the United States in any prosecution of the defendants.

8. The defendants further agree that if they should fail to fulfill completely each of their obligations under this agreement, the United States' obligations under this agreement will be void, and the United States will be free to prosecute the defendants for any offense that could have been prosecuted as of the date of this agreement. In any such prosecution, the United States may use any evidence derived from statements made by the defendants pursuant to this agreement.

9. If the Court accepts the defendants' pleas of guilty to the Information, and defendants Nora Lum and Gene Lum fulfill each of the terms and conditions of this agreement, the United States

agrees that it will not further prosecute the defendants for: (a) conduct now known to the Public Integrity Section or to law enforcement agents working with the Public Integrity Section; or (b) offenses relating to campaign financing laws committed before the date hereof.

10. Notwithstanding paragraph 9, the defendants understand that the United States is conducting and/or will conduct an investigation of possible offenses arising from tax-returns filed or required to be filed by Nora Lum, Gene Lum, Dynamic Energy Resources, Inc. ("DERI") and/or any employee, shareholder or director of DERI (hereinafter "tax-related offenses"). Nothing in this agreement shall prohibit the United States from prosecuting the defendants for any tax-related offenses, as defined herein, with the exception of tax-related offenses arising from campaign contributions made during the period from June 30, 1993, through December 31, 1995, that are now known to the Public Integrity Section or to law enforcement agents working with the Public Integrity Section. Moreover, nothing in this agreement shall prohibit the United States from prosecuting the defendants for any offenses arising out of or related to wire transfers of funds by DERI, the defendants, or others acting on their behalf in December 1994 or January 1995.

11. The Public Integrity Section will bring this plea agreement and the full extent of defendants' cooperation to the attention of other prosecuting offices if requested.

12. The defendants understand that the United States does not

make any promises or representations regarding any proceedings that may be instituted by the Internal Revenue Service or the Federal Election Commission.

13. The defendants understand and acknowledge that the offenses with which they will be charged are subject to the provisions and guidelines of the "Sentencing Reform Act of 1984," 18 U.S.C. §§ 3661, et seq.; 28 U.S.C. § 994(a).

14. The United States cannot and does not make any promise or representation as to what sentence the defendants will receive or what fines or restitution, if any, they may be ordered to pay. The defendants understand that the sentence and the sentencing guidelines applicable to this case will be determined solely by the Court, with the assistance of the United States Probation office, and that they will not be permitted to withdraw their pleas regardless of the sentence calculated by the United States Probation office or imposed by the Court.

15. Defendants Nora Lum and Gene Lum understand and acknowledge that they may receive any sentence within the statutory maximums for the offense of conviction.

16. Should defendants Nora Lum and Gene Lum clearly demonstrate acceptance of responsibility for the instant offense, the United States will recommend that they each receive the applicable reduction for acceptance of responsibility under §3E1.1 of the Sentencing Guidelines.

17. The United States agrees that it will not seek an upward departure so long as the total offense level calculated by the

Court at sentencing, including the applicable reduction for acceptance of responsibility, is 14 or greater. If the total offense level calculated by the Court, including the applicable reduction for acceptance of responsibility, is 13 or less, the United States reserves the right to seek an upward departure to level 14. The defendants reserve the right to oppose such a request for an upward departure, and the United States will not withhold or withdraw any recommendation regarding acceptance of responsibility, as described in paragraph 16, based upon the defendants' opposition to a request for an upward departure.

18. The defendants understand that the recommendations and agreements contained in paragraphs 16 and 17 are not binding on the sentencing judge or the Probation Office, and that they will not be entitled to withdraw their pleas in the event that either the sentencing judge or the Probation Office does not accept or follow these recommendations.

19. If the United States determines in its sole discretion that the defendants have provided substantial assistance to authorities in the investigation or prosecution of another person who has committed an offense, the United States agrees that it will file with the Court a motion for a downward departure, pursuant to U.S.S.G. § 5K1.1 and/or Fed. R. Crim. P. 35.

20. Defendants Nora Lum and Gene Lum understand that the Court may impose a fine, restitution, costs of incarceration, and costs of supervision.

21. The United States reserves the right to allocute in all

respects as to the nature and seriousness of the offense, but will make no recommendation as to the sentence to be imposed within the guideline range determined by the Court. The attorneys for the United States will inform the sentencing Judge and the Probation Office of (1) this agreement; (2) the nature and extent of defendants' activities with respect to this case; and (3) all other information in its possession relevant to sentencing.

22. Defendants Nora Lum and Gene Lum waive the right to appeal their convictions on any ground. The defendants also waive the right to appeal their sentences unless: (a) the Court increases the defendants' offense level pursuant to any Specific Offense Characteristic set forth in Chapter Two of the United States Sentencing Guidelines; (b) the Court departs upward from the applicable sentencing guideline range; or (c) the Court departs from the applicable statutory maximum sentence.

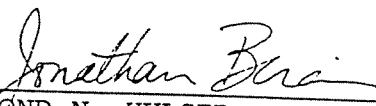
23. Defendants Nora Lum and Gene Lum agree that if the Court does not accept their pleas of guilty to the Information, this agreement shall be null and void.

24. This agreement constitutes the entire agreement between the United States and defendants Nora Lum and Gene Lum. No other promises, agreements, or representations exist or have been made to defendants Nora Lum and Gene Lum or their attorneys by the

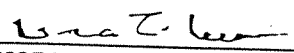
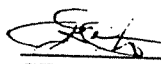
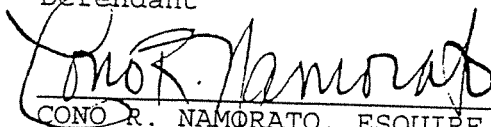
Department of Justice in connection with this case. This agreement may be amended only by a writing signed by all parties.

Dated: May 16, 1997.

FOR THE UNITED STATES


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FOR THE DEFENDANTS


NORA T. LUM
Defendant

GENE K.H. LUM
Defendant

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(202) 862-5090
Counsel for the Defendants

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA

v.

NORA T. LUM
GENE K.H. LUM

CRIMINAL NO.:

VIOLATION:

18 U.S.C. Section 371
(Conspiracy)

FACTUAL BASIS FOR PLEA

1. At all times relevant to the Information and Factual Basis for Plea, defendants NORA T. LUM and GENE K.H. LUM were aware that the following actions were prohibited:

(a) for any person to contribute more than \$1,000 to the campaign of a candidate for federal office for the candidate's primary election;

(b) for any person to contribute more than \$1,000 to the campaign of a candidate for federal office for the candidate's general election;

(c) for any person to make a contribution in the name of another person to the campaign of a candidate for federal office; and

(d) for any corporation to make a contribution to the campaign of a candidate for federal office.

2. At all times relevant to the Information and Factual Basis for Plea, defendants NORA T. LUM and GENE K.H. LUM were aware that the campaign of a candidate for federal office was required by federal law to provide information regarding contributors and contributions to the Federal Election Commission (FEC).

3. On May 18, 1994, defendants NORA T. LUM and GENE K.H. LUM purchased and/or caused the purchase of two United States Postal money orders in the total amount of \$1,000, and caused those money orders to be submitted to the Kennedy for Senate campaign as contributions in the names of two straw contributors on May 25, 1994 and June 20, 1994.

4. On May 19, 1994, defendants NORA T. LUM and GENE K.H. LUM purchased and/or caused the purchase of two United States Postal money orders in the total amount of \$1,000, and contributed those money orders to the Kennedy for Senate campaign as a contribution, in the name of a straw contributor on June 20, 1994.

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5. On May 19, 1994, defendants NORA T. LUM and GENE K.H. LUM provided \$2,000 to a conduit contributor, and caused the conduit and another person to use those funds to make contributions to the Kennedy for Senate campaign in their own names in the total amount of \$2,000 on May 25, 1994.

6. On or about September 19, 1994, defendants NORA T. LUM and GENE K.H. LUM caused Dynamic Energy Resources, Inc. ("Dynamic Energy") check number 1783 in the amount of \$2,000 to be issued to an employee of Dynamic Energy, with the notation "reimbursement." Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Kennedy for Senate campaign. Defendants caused the employee to make a \$2,000 contribution to the Kennedy for Senate campaign using those funds on September 23, 1994.

7. On September 19, 1994, defendants NORA T. LUM and GENE K.H. LUM caused Dynamic Energy check number 1781 in the amount of \$3,000 to be issued to a shareholder/director of Dynamic Energy, containing the notation "reimbursement." Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Kennedy for Senate campaign. Defendants caused the shareholder/director to contribute \$3,000 to the Kennedy for Senate campaign in his own name and the name of his spouse on September 23, 1994.

8. On September 19, 1994, defendants NORA T. LUM and GENE K.H. LUM caused Dynamic Energy check number 1785 to be issued to an employee of Dynamic Energy, in the amount of \$3,000. The check contained the notation "reimbursement." Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Kennedy for Senate campaign. Defendants caused the employee to contribute \$3,000 to the Kennedy for Senate campaign in his own name and the name of his spouse on September 23, 1994.

9. On September 19, 1994, defendants NORA T. LUM and GENE K.H. LUM caused Dynamic Energy check number 1787 in the amount of \$2,000 to be issued to a shareholder/director of Dynamic Energy, containing the notation "reimbursement." Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Kennedy for Senate campaign. Defendants caused the daughter of the shareholder/director to make a \$2,000 contribution to the Kennedy for Senate campaign in her own name on September 23, 1994.

10. On or about September 19, 1994, defendants NORA T. LUM and GENE K.H. LUM caused Dynamic Energy check number 1786 in the amount of \$5,000 to be issued to a shareholder, director, and officer of Dynamic Energy, with the notation "reimbursement." Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Kennedy for

LUM provided a conduit contributor with \$2,000 and caused the conduit to make \$2,000 in contributions to the Kennedy for Senate Committee that were recorded in the conduit's own name and in the name of the conduit's spouse. Defendants provided the conduit with the funds in the form of two checks: the first was a check on NORA T. LUM'S personal account in the amount of \$750, and the second was Dynamic Energy check number 2444 in the amount of \$1,250.

18. Shortly before July 18, 1994, defendants NORA T. LUM and GENE K.H. LUM became aware that a shareholder, director, and officer of Dynamic Energy had been asked to raise \$10,000 in contributions for the Stuart Price for Congress campaign. On July 18, 1994, defendants NORA T. LUM and GENE K.H. LUM caused Dynamic Energy check number 1587 to be issued to this shareholder, director, and officer of Dynamic Energy in the amount of \$10,000. Defendants understood and intended that this check would provide funding or reimbursement for contributions to the Stuart Price for Congress campaign. On July 25, 1994, defendants and the shareholder, director, and officer caused \$8,000 in contributions to be made to the Stuart Price for Congress campaign in his own name and the names of three other conduit contributors.

19. In or about July 1994, defendant NORA T. LUM asked two conduit contributors to make contributions to the Stuart Price for Congress campaign. On or about July 19, 1994, defendants caused these two conduit contributors to submit \$3,000 in contributions to the Stuart Price for Congress campaign. Defendants caused another person to reimburse these conduit contributors with \$3,000 in cash.

20. Defendants NORA T. LUM and GENE K.H. LUM caused the Kennedy for Senate, Kennedy for Senate 2000, and Stuart Price for Congress campaigns to file reports with the FEC which falsely

reported the names of the conduit and/or straw contributors described above, and concealed the actual source of the contributions.

FOR THE UNITED STATES

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA

v.

NORA T. LUM
GENE K.H. LUM

CRIMINAL NO.:

VIOLATION:
18 U.S.C. Section 371
(Conspiracy)

I N F O R M A T I O N

The United States charges:

COUNT ONE

CONSPIRACY

A. INTRODUCTION

At all times material to this Information:

1. Dynamic Energy Resources, Inc. ("Dynamic Energy") was a corporation formed under the laws of the State of Delaware, with offices located in Tulsa, Oklahoma. In or about September 1994, Dynamic Energy opened an office in the District of Columbia.
2. Defendant NORA T. LUM was a Director, the majority shareholder, and Chief Executive Officer of Dynamic Energy.
3. Defendant GENE K.H. LUM was a Director of Dynamic Energy, and was the husband of defendant NORA T. LUM.

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The Federal Election Campaign Act

4. Under the provisions of the Federal Election Campaign Act ("FECA"):

(a) it was unlawful for any person to contribute more than \$1,000 to the campaign of a candidate for federal office for the candidate's primary election;

(b) it was unlawful for any person to contribute more than \$1,000 to the campaign of a candidate for federal office for the candidate's general election;

(c) it was unlawful for any person to make a contribution in the name of another person to the campaign of a candidate for federal office; and

(d) it was unlawful for any corporation to make a contribution to the campaign of a candidate for federal office.

5. The Federal Election Commission ("FEC") was the agency of the United States that was responsible for administering and enforcing the FECA. The FEC was also responsible for providing accurate information to the public about the amounts and sources of campaign contributions.

6. Under the provisions of the FECA, the Treasurer of the principal campaign committee supporting a candidate for federal

contributions in the form of money orders and cashiers' checks in the names of straw contributors with or without their knowledge.

13. It was a part of the conspiracy that defendants NORA T. LUM and GENE K.H. LUM concealed their unlawful activities from the FEC and the public by causing the Kennedy for Senate, Kennedy for Senate 2000, and Stuart Price for Congress campaigns to submit false reports to the FEC.

D. OVERT ACTS

14. In furtherance of the conspiracy, and to accomplish its objects, defendants NORA T. LUM, GENE K.H. LUM and others committed overt acts in the District of Columbia and elsewhere, including causing the submission of false reports to the FEC by the Kennedy for Senate, Kennedy for Senate 2000, and Stuart Price for Congress campaigns.

All in violation of Title 18, United States Code, Section 371.

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